

1 BEFORE THE ARIZONA CORPORATION COMMISSION

2

3	IN THE MATTER OF U S WEST)	DOCKET NO.
	COMMUNICATIONS, INC.'S)	T-00000A-97-0238
4	COMPLIANCE WITH SECTION 271)	
	OF THE TELECOMMUNICATIONS)	SUPPLEMENTAL
5	ACT OF 1996.)	FINAL WORKSHOP
)	

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12 REPORTER'S TRANSCRIPT OF PROCEEDINGS

13 VOLUME II
 14 (Pages 273 through 538)

15 Phoenix, Arizona
 16 July 31, 2002

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1 BE IT REMEMBERED that the above-entitled and
2 numbered matter came on regularly to be heard before
3 the Arizona Corporation Commission at 5090 North 40th
4 Street, Phoenix, Arizona, commencing at 8:10 a.m., on
5 the 31st day of July, 2002.

6

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16 Dan Pozefsky

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18 CAROLYN T. SULLIVAN, RPR
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1 MR. BELLINGER: If we can get started. We'll
2 start with appearances.

3 We're missing a lot, so we'll have to go
4 around twice. I'm Hagood Bellinger.

5 MR. WOLTERS: Richard Wolters, AT&T.

6 MR. CONNOLLY: Tim Connolly, AT&T.

7 MS. CLAUSON: Karen Clauson from Eschelon,
8 and Lynne Powers of Eschelon will join us shortly.

9 MR. NEVILLE: Tim Neville, Hewlett-Packard.

10 MR. KOERNER: Bill Koerner, Hewlett-Packard.

11 MR. CARLAND: Curt Carland, Hewlett-Packard.

12 MR. CROCKETT: Jeff Crockett, outside counsel
13 to Hewlett-Packard.

14 MR. PAPPAS: Dennis Pappas, Qwest.

15 MR. WILLIAMS: Mike Williams, Qwest.

16 MR. WHITT: Michael Whitt, Qwest.

17 MS. BLISS: Susie Bliss, Qwest.

18 MS. DUBUQUE: Toni Dubuque, Qwest.

19 MR. ZIMMERMAN: Alan Zimmerman, Qwest.

20 MS. JOINES: Kelly Joines, Qwest.

21 MR. BUHLER: Dean Buhler, Qwest.

22 MR. CRAIN: Andy Crain, Qwest.

23 MR. VIVEROS: Chris Viveros, Qwest.

24 MR. IBARRA: Arturo Ibarra, Qwest.

25 MR. STROUD: Jerry Stroud, Cap Gemini Ernst &

1 Young.

2 MS. PRESCOTT: Debra Prescott, Cap Gemini
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12 MS. HAYSLIP: Susan Hayslip, Cap Gemini Ernst
13 & Young.

14 MR. DINUNZIO: Mark DiNunzio, Arizona
15 Commission Staff.

16 MR. DOHERTY: Phil Doherty, DCI.

17 MR. BELLINGER: On the bridge?

18 MR. DIXON: Tom Dixon with WorldCom.

19 MS. BALVIN: Liz Balvin, WorldCom.

20 MR. ZULEVIC: Michael Zulevic, Covad.

21 MS. GAVIN: Ellen Gavin, Eschelon.

22 MR. MORRISETTE: Garth Morrisette, Eschelon.

23 MR. FRAME: David Frame, Eschelon.

24 MS. JOHNSON: Bonnie Jean Johnson, Eschelon.

25 MS. STICHTER: Kathy Stichter, Eschelon.

1 MR. LIPSCHULTZ: Dan Lipschultz, McLeod.

2 MR. HANSER: Paul Hanser, Eschelon.

3 MR. CONN: David Conn, McLeod.

4 MS. DEUTMEYER: Laurie Deutmeyer, McLeod.

5 MR. BELLINGER: We need to identify any
6 witnesses that were not sworn in yesterday.

7 (The following were duly sworn en masse by
8 the certified court reporter: Paul Hanser, Laurie
9 Deutmeyer, Michael Zulevic, Arturo Ibarra.)

10 MR. BELLINGER: I think we had a little
11 conversation between Karen and Andy, and you want to
12 continue for now with additional Eschelon comments?

13 MR. CRAIN: Yeah. And I think what we want
14 to make sure we got done and make sure that Eschelon
15 has an opportunity to raise all the issues that -- I
16 don't want to get through the day with them having
17 some things that they weren't able to put on the
18 table.

19 MR. BELLINGER: Okay. So, Karen, we'll let
20 you continue.

21 MS. CLAUSON: Thank you. This is Karen
22 Clauson from Eschelon.

23 And we wanted to -- if you want turn to
24 Exhibit E-20, the first document in E-20 is the
25 e-mails relating to the CopperMax project that

1 Qwest -- E-20, the first document in E-20, now that I
2 have the microphone, is the information relating to
3 CopperMax.

4 In Eschelon's FCC comments, which are E-9, we
5 discussed what we believe to be a compliance issue
6 with the processes at CMP because CLEC-impacting
7 procedures at Qwest should be brought to CMP, and this
8 was not. And Michael Zulevic from Covad is on the
9 line. And much of this information was provided by
10 him, if you see his attached e-mail and the
11 announcement by Qwest relating to this.

12 Michael, could you please describe the issue.

13 MR. ZULEVIC: Yes, I'd be happy to. What it
14 deals with is Qwest's decision to place some new test
15 equipment on our UNE or stand-alone DSL circuits in
16 central offices in the Qwest region. The notice came
17 out to us in late June that they wanted to have a
18 conference call to discuss it. I believe that was on
19 June 28th, and the conference call was on July 12th.
20 And they explained that they were deploying this new
21 test capability to give them remote test capability.
22 And that it was going to be placed on all of the
23 stand-alone UNE-type DSL loops that are installed
24 beginning on August 1st and that the installation was
25 going to be done through cross-connects on the ICDF.

1 And that it was not an optional thing for any of the
2 providers of stand-alone DSL services.

3 They also indicated that they would be
4 deploying the same test capability on their
5 stand-alone business DSL loops that they're going to
6 be deploying in the future and that those would be
7 hard-wired or permanently wired into those circuits.

8 After the conference call, I was able to
9 discuss this issue with my engineering team and with
10 my operations team, and we still had many concerns
11 about the deployment of this particular test
12 capability. Qwest was unable to answer all of the
13 questions on that conference call on July 12th but
14 agreed to provide us with technical documentation and
15 other supporting information that would hopefully
16 respond to a lot of the questions that I raised at
17 that time.

18 After the call, which was on a Friday, I sent
19 out an e-mail on Saturday, asking to be put from my
20 engineering team and operations team, and received
21 that on Monday and all of them voiced many concerns,
22 and so I sent the e-mail, which I believe you have as
23 an exhibit, asking that this deployment, at least with
24 respect to Covad circuits, be deferred until we had an
25 opportunity to review all of the information and

1 discuss any technical concerns and service concerns
2 with Qwest prior to them placing this equipment on our
3 services.

4 The request was denied. It was denied again
5 yesterday on escalation conference call within Qwest.
6 And I still have not received any of the technical
7 information that I requested on July 12th so still
8 have no ability to completely assess the impact, but
9 every indication is that there could very well be some
10 very serious impacts to our customer service should
11 this go forward. And it's Qwest's position that they
12 will start deployment on any circuit that Covad
13 requests to be installed beginning tomorrow.

14 So that's kind of in a nutshell where it's
15 at. I really feel strongly that this is something
16 that should have been shared with the CLEC community
17 probably six to eight months ago when I'm sure it was
18 being initially planned -- or it was probably being
19 planned even before that -- so that we could work
20 cooperatively. And I think that's one of the reasons
21 that we came up with the process that we did in change
22 management is just exactly for this reason, to provide
23 us with an opportunity to work collaboratively on
24 issues that have potential impact for both companies.

25 So that's, in essence, the situation. I'd be

1 happy to answer any questions.

2 MS. CLAUSON: Eschelon supports those
3 comments and agrees with particularly the point about
4 CMP, that this is a point that Eschelon has been
5 trying since Lynne's first involvement in '99 to drive
6 home, is that it should be a collaborative process.
7 And when Qwest is envisioning a project and starting
8 to work on it, do not wait until it is a done deal and
9 then after it's rolled out and it's so much harder to
10 change it and it's so much harder to have an impact,
11 CLECs are struggling then to do it. Even if the
12 proper procedures had been followed and there had been
13 a notice and comment period or a CR, if it started
14 this late, 7/12, for something that's going to be
15 rolled out August 1st, it would not be enough time.
16 Naturally, it would be before that when we should have
17 been notified under the proper procedures.

18 This is the kind of thing we want
19 collaboration on, and we do want to hear from Qwest
20 why that wasn't done. And if its position is
21 something that impacts a CLEC to this extent actually
22 affects their equipment, if they really believe that
23 does not go through CMP after all the work we've done
24 in redesign.

25 MS. BALVIN: And this is Liz Balvin. I would

1 support both those comments. I did actually receive
2 Mike's initial notification to Qwest and haven't
3 received any notification since then. And it sounds
4 like Covad did get a couple responses and an actual
5 reject of that what we called it in redesign was an
6 actual stay of the process. And it sounds like the
7 reject information wasn't public to the CLECs, so I
8 have no idea why that request was denied. And that's
9 the type of information that we would like to have
10 available so that we could all determine in fact the
11 positions of the parties so we understand going
12 forward that CLECs could have some input into the
13 process.

14 MR. BELLINGER: Okay. Any response from
15 Qwest on this at this time?

16 MS. SCHULTZ: This is Judy Schultz with
17 Qwest, and I'd like to respond to that.

18 I guess the first point that I'd like to make
19 is that we did receive a memo from Mr. Zulevic on the
20 15th. There were approximately ten concerns that he
21 raised in that memo. And I turned those issues over
22 to our network organization for further investigation.
23 And at this point there's some ongoing investigation.

24 But at this point, Qwest believes that this
25 change does not impact the CLECs in any way. And that

1 being the case, it would not be a change management
2 issue at all. We have had meetings with the CLECs to
3 discuss this. We are in the process of putting
4 together a written response to Mike's concerns that he
5 raised. And I'm not sure exactly where it stands at
6 the moment, but I can get an answer before the end of
7 today; but at this point in time it doesn't appear
8 that the changes that we made are CLEC impacting, so
9 it wouldn't be a change management issue.

10 MR. BELLINGER: So you have a take-back on
11 that?

12 MS. SCHULTZ: Sure.

13 MS. CLAUSON: Is the take-back for the
14 status?

15 MR. BELLINGER: Yeah, she's going to give you
16 an update whether it affects CLECs or not.

17 MS. BALVIN: Can I ask a question. Is it
18 Qwest's intent to implement this change tomorrow?

19 MS. SCHULTZ: I'll find that out, too, Liz.

20 MS. BALVIN: Thank you.

21 MS. CLAUSON: This raises, then, an issue we
22 haven't covered apparently in redesign. What happens
23 if the CLECs disagree, that it's CLEC-impacting?
24 Obviously, Covad believes it's CLEC-impacting,
25 Eschelon believes it. And if Qwest is going to do

1 something that certainly appears to CLECs like it will
2 impact CLECs, I mean, is Qwest opposed to being
3 collaborative early enough that we can affect it and
4 we can assure ourselves that it's not CLEC-impacting?
5 I guess why is that a unilateral Qwest decision?

6 MS. SCHULTZ: I guess the response is that we
7 don't believe it's CLEC-impacting, but we have held
8 meetings with the CLECs. And as I mentioned, we're in
9 the process of putting together a written response to
10 the issues that Mike raised. We also intend to have a
11 meeting with the CLECs. So our intent is to make sure
12 that everybody's comfortable with this assessment, but
13 right now, we're fact finding.

14 MR. ZULEVIC: The only meeting that I'm aware
15 of was the one on the 12th. I've had some discussions
16 with my account team about the issue since then, but,
17 again, none of the information that I requested on the
18 12th has yet been furnished by Qwest.

19 And one of the things that really concerns me
20 is that I don't have any problem -- absolutely it's
21 Qwest's decision as to what it wants to put on its own
22 circuit as far as test equipment or any other kind of
23 equipment. What concerns me is the short date.
24 Tomorrow is when they told me they were going to start
25 connecting those. And we've already got thousands of

1 these circuits in place right now without this test
2 equipment. And Qwest made it clear that they were not
3 going to go back and put any test equipment on any of
4 those circuits that are already in place.

5 The question I have is why are we in such a
6 hurry to go ahead and implement it on August 1st when
7 we do have a concern that we have voiced. Shouldn't
8 that be resolved first?

9 MR. CRAIN: And, Mike, this is Andy. We're
10 trying to get an answer about whether or not it's
11 actually going to be deployed tomorrow, and I expect a
12 call any minute now to let you know on that piece.

13 MS. CLAUSON: Mike, did Christie Doherty just
14 tell you yesterday that it would be in effect
15 tomorrow?

16 MR. ZULEVIC: Ken Beck informed me yesterday
17 was the network decision was that it was going forward
18 tomorrow. But, again, those things are subject to
19 change, I guess.

20 MS. BALVIN: Can I ask what level this
21 notification was.

22 MS. SCHULTZ: Liz, this is Judy. Given that
23 it's Qwest's position that this is not CLEC-affecting,
24 it wouldn't be subject to the change management
25 process. And so there wouldn't have been a product or

1 process notification that went out from a CMP
2 perspective. I can't answer if there were any other
3 kinds of notifications that went out, but certainly
4 there wasn't a change management notification because
5 we don't believe it's a change management issue. But,
6 again, I can follow up on that and provide an update
7 later on today.

8 MS. BALVIN: So you believe that this was a
9 network notification?

10 MS. SCHULTZ: I can't even go that far. I
11 believe it's a network issue.

12 MR. ZULEVIC: I've got it right here in front
13 of me, Judy. It is a network notification under
14 category and the number, if anyone would care to look
15 it up, is NETW.06.28.02.F.01818.Copper.

16 MS. CLAUSON: Michael, this is Karen. That
17 notice is an exhibit. It is part of E-20. So Judy's
18 looking at it now.

19 MR. ZULEVIC: Okay.

20 MS. SCHULTZ: It appears that that
21 notification went out June 28th.

22 MS. CLAUSON: Again, I think this issue leads
23 to several questions about CMP. If one's a CLEC, we
24 would like to be included as CLECs earlier in the
25 decision-making, have it be more collaborative. We're

1 doing this project. It is going to affect circuits
2 you've got.

3 MR. BELLINGER: I don't know that that was
4 determined. That's one thing we're working on
5 answering.

6 MS. CLAUSON: If we believe that it will or
7 have a question as to whether it will, we would like
8 to avoid a situation where Qwest makes its unilateral
9 determination and then we're in a pinch before it goes
10 into effect.

11 MR. BELLINGER: I agree with that statement.

12 MS. CLAUSON: And I'm sorry if I misstated
13 earlier. That more collaborative thing is what we
14 thought we were working for in redesign, and it's
15 disappointing to have it go this way. We've had a lot
16 of meetings. Michael's been at them. I've been at
17 them. They've apparently been planning this for some
18 time to roll it out. They should have come to the
19 meetings and said, hey, we're going to do this and
20 let's talk about it.

21 At a minimum, once a CLEC says that they
22 believe a change may be impacting, there should be
23 some sort of postponement of that effective date until
24 you see what procedure should apply.

25 MR. BELLINGER: Okay. You have a take-back

1 on that.

2 MR. CRAIN: Yes, we do.

3 MR. BELLINGER: Okay.

4 What's the next one?

5 MS. CLAUSON: I believe that Dan Lipschultz
6 from McLeod is on the line. And before we move
7 forward with new issues, he wanted to follow up on the
8 UNE-E/UNE-Star issues that are common to Eschelon and
9 McLeod, and we'd be happy to do that now before we get
10 to these other issues, if you'd like to do that.

11 MR. BELLINGER: Okay.

12 MS. CLAUSON: Dan, are you there?

13 MR. LIPSCHULTZ: Thanks. We appreciate that.
14 Laurie Deutmeyer is here to talk about those issues,
15 and she can't be available much longer.

16 I guess I wanted to by way of background take
17 everybody back to the time frame before the year 2000.
18 And McLeod at that time and I'm sure Eschelon and
19 others were trying to get UNE Platform product with
20 the pricing and -- that you get with that product.
21 And, unfortunately, we were told by U S WEST at the
22 time and then subsequently Qwest after the merger that
23 to get a UNE-P product we would have to do a whole
24 assortment of conversions and establish all sorts of
25 processes that would be time consuming and ultimately

1 lead to the disconnection temporarily of some of your
2 customers or perhaps a lot of our customers.

3 And so ultimately, that problem led to
4 discussions and negotiations with Qwest through which
5 we came up with this UNE-Star product that Qwest
6 offered to us as an alternative to UNE-P. And we call
7 it UNE-M, as in UNE McLeod, and I know Eschelon calls
8 it UNE-E, as in UNE Eschelon. We negotiated that
9 UNE-Star as our fourth amendment to our
10 interconnection contract in October of 2000. And we
11 negotiated that agreement in conjunction with a number
12 of other agreements.

13 And I think it's important to see all those
14 agreements together in context. Two of those
15 agreements help explain why McLeod has not been before
16 this Commission or other commissions on these sorts of
17 matters before today. One of those agreements
18 requires McLeod to remain neutral in all 271
19 proceedings so long as Qwest complies with all of its
20 agreements that it has with McLeod and complies with
21 all applicable law.

22 Another agreement that we reached with Qwest
23 in that October time frame was an agreement to
24 escalate all disputes with Qwest internally up a chain
25 of command before we bring those disputes to any

1 regulatory or judicial forum. And I think it's fair
2 to say we're here today because Qwest, in fact, has
3 not been meeting all of its agreements and obligations
4 to McLeod. And it's really come to a head more
5 recently within the last five months. And so we're
6 here to talk about some of the issues we really would
7 have rather talked about much earlier. And I'm going
8 to focus on the UNE-Star product although there are
9 other agreements and issues we have with Qwest.

10 Now, I think our product's essentially
11 negotiated as an alternative to UNE-P. And there's a
12 price for that product that's advised in our fourth
13 amendment to our interconnection contract. We entered
14 into that agreement for that contract because of
15 provisioning barriers out there with respect to UNE-P.

16 So we negotiated that agreement back in
17 October of 2000. Eschelon explained and our situation
18 is almost identical. Qwest has provisioned and billed
19 this UNE-Star product really as basic resale, either
20 Centrex or 1FB. It's really never become the platform
21 product we bargained for. So even though the UNE-Star
22 product includes a negotiated contract rate, Qwest has
23 from the outset billed the product at the resale
24 discount rate, not the agreed-to UNE-Star rate.

25 In fact, Qwest has never in the nearly two

1 years since the agreement was reached rendered an
2 accurate bill for the UNE-Star. We understood at the
3 outset in October that Qwest would not be able to
4 render accurate bills initially. Therefore, Qwest and
5 McLeod initiated a monthly true-up process where Qwest
6 would show us a spreadsheet showing the amount billed
7 under the resale rate and the amount owed under the
8 UNE-M rate. We review internally those spreadsheets,
9 compare those spreadsheets to our own internal data,
10 and then we submit an invoice to Qwest for the final
11 true-up amount that Qwest would then pay us.

12 Now, McLeod always viewed this true-up
13 process as an interim billing process. When we
14 negotiated a UNE-M product as an amendment to our
15 existing interconnection contract, we expected that it
16 would eventually be billed accurately as required
17 under the interconnection agreement on which this
18 UNE-Star product was amended. However, we never
19 expected to continue to incur the additional staff
20 costs and delay associated with implementing this
21 true-up process.

22 But now, almost two years later, we still
23 rely on the true-up process to get paid an amount
24 that's consistent with the rate agreed to in our
25 UNE-Star amendment. In other words, Qwest still fails

1 to render accurate bills for the UNE-Star product.
2 Now, things went from bad to worse about five months
3 ago when Qwest actually stopped submitting true-up
4 invoices and stopped making true-up payments under
5 that UNE-M agreement.

6 So for the months of February, March, April,
7 May, and June, we did not receive a single true-up
8 invoice or true-up payment from Qwest. That's five
9 months in which Qwest failed to pay amounts consistent
10 with the bargained-for rates we agreed to two years
11 ago. We repeatedly escalated this matter with Qwest
12 over the past four months to no avail. But finally
13 about two weeks ago, we informed Qwest that we
14 intended to raise this issue in this workshop. As it
15 happens, I learned yesterday morning that Qwest
16 finally made the true-up payment for those five months
17 two days ago, essentially the day before these
18 workshops began.

19 So I guess I want to express McLeod's
20 appreciation to the Arizona Commission and Staff for
21 reopening the 271 process and giving us the
22 opportunity to raise these issues that we've been
23 trying to resolve outside the regulatory arena under
24 our agreement with Qwest. I thank you because it's
25 clear we finally received payments we were due after

1 five months of delay because of this Commission's
2 decision to take another look at Qwest's 271.

3 So what's the fundamental problem from our
4 perspective? The problem is that almost two years
5 ago, we negotiated an agreement to receive a platform
6 product called UNE-Star because of our inability to
7 get the UNE-P product without having to develop a host
8 of new processes, new processes that would put our
9 customers at risk of going out of service. And today,
10 two years later, we're here because we can't get
11 accurate bills without developing a whole new set of
12 processes as we're told by Qwest. And worse, until
13 Qwest faced possible 271 consequences, Qwest failed
14 for an extended period of time to implement the manual
15 true-up process necessary to reconcile Qwest's
16 inaccurate bills to the UNE-M prices agreed to two
17 years ago. We also continue to experience those sorts
18 of things in other arenas as well.

19 And so what's the solution? I think from our
20 perspective, we suggest that you recommend -- the
21 Arizona Commission recommend that the FCC deny Qwest's
22 271 petition until as part of its overall 271
23 obligations, at least two conditions have been met:

24 First, Qwest has demonstrated in the
25 marketplace that it can effectively provision and bill

1 a UNE Platform product with all the necessary
2 features.

3 And secondly, that Qwest has demonstrated
4 that it can be relied upon to live up to its
5 agreements without the need for the regulatory
6 leverage provided by section 271. We don't believe
7 that either of those two conditions have been met
8 today and in large part as illustrated by the
9 experiences of both Eschelon and McLeod.

10 Now, Laurie Deutmeyer is on the phone and
11 she's sworn in, and she's been tasked with
12 implementing this UNE-Star billing process.

13 Laurie, I just want to ask you if what you
14 heard me say today is accurate. Can you -- and if
15 there's anything you'd like to add.

16 MS. DEUTMEYER: Two things: We don't, in
17 fact, issue an invoice on the monthly true-up process.
18 I receive -- I send an e-mail to either Arturo who is
19 also on the call or one of his counterparts, Anthony
20 Washington, to let them know that the true-up numbers
21 look fine and to please issue a wire payment for that.
22 So an actual invoice is not sent.

23 And then the other thing that I just wanted
24 to make a comment on is we did not receive payment on
25 February through June until two days ago, but I had

1 agreed to the true-up numbers for each month prior to
2 these dates.

3 MR. LIPSCHULTZ: Is everything else I said
4 describing this process accurate?

5 MS. DEUTMEYER: Yes.

6 MR. LIPSCHULTZ: And that concludes my
7 remarks. So both Laurie and I are available to answer
8 questions.

9 MS. CLAUSON: This is Karen Clauson from
10 Eschelon. We support McLeod's comments. As
11 Mr. Lipschultz indicated, Dan indicated, we have the
12 same issues. I would direct you to E-12.

13 MR. BELLINGER: Let us ask a couple
14 questions.

15 Would you describe quickly the difference
16 between your product and UNE-P.

17 MR. CONN: This is Dave Conn.

18 I think of the product we buy from a legal
19 standpoint as kind of a customized UNE-P product. We
20 buy a combination of a loop and a switch port and
21 certain features and a certain amount of usage all for
22 a single price. And the price where that is spelled
23 out is the interconnection amendment.

24 MR. BELLINGER: And there are some AIN
25 features included?

1 MR. CONN: There are CLASS features included,
2 I believe. I don't know if that's what you mean by
3 AIN features or not.

4 MR. BELLINGER: That's the same.

5 MR. CONN: Okay.

6 MR. MORRISETTE: I just wanted to interject
7 that Eschelon does receive -- we get AIN features
8 under our agreement, and they are different from CLASS
9 features under our agreement.

10 MR. BELLINGER: They're what now?

11 MR. MORRISETTE: The technical definition is
12 different.

13 MR. BELLINGER: You'll have to speak up a
14 little bit.

15 MR. MORRISETTE: The technical definition of
16 the AIN features is a different platform that those
17 features are provided on.

18 MR. BELLINGER: I'm not sure I'm clear. I
19 don't know what you're saying.

20 MR. MORRISETTE: Well, the AIN features are
21 provided using a different technology; whereas, the
22 CLASS features are provided using the SS7 technology.
23 The AIN --

24 MS. CLAUSON: The CLASS feature has been
25 identified by the FCC, vertical CLASS features are

1 vertical features which come with the switch.

2 MR. BELLINGER: Come with what switch?

3 MS. CLAUSON: When you buy switching,
4 unbundled switching, you get the vertical features
5 that are part of the switch. And this was why
6 Eschelon was claiming remote access forwarding should
7 come to the switch because we've provided the Nortel
8 documentation saying it is part of the features
9 functionalities as part of the switch.

10 There is a separate issue in the FCC ruling
11 that if a feature is provided not as a vertical
12 feature of the switch but through the AIN platform --
13 and the example that was used at least in one of the
14 FCC orders was Privacy Manager by one of the other
15 RBOCs where they actually designed something different
16 than a switch feature and they've got some proprietary
17 interest in that -- then that AIN feature, it would be
18 possible under those circumstances described by the
19 FCC to not provide those features with AIN. There are
20 four features identified in the Eschelon UNE-E
21 agreement that Qwest claims are AIN features. And,
22 therefore, Eschelon can get them with UNE-E, but it
23 must pay the retail rate. One of the four is remote
24 access forwarding, which Eschelon has since the very
25 beginning of these discussions disagreed that that is

1 an AIN feature.

2 So there are four AIN features identified in
3 our agreement. I thought McLeod's was pretty much the
4 same as ours, so it may be the same four. But those
5 four are actually specifically identified in the July
6 2001 amendment to Eschelon's UNE-E agreement, so that
7 maybe different than McLeod's. UNE-E is different
8 from UNE-P in that it is not ordered, provisioned, or
9 billed as a combination. From a pricing perspective,
10 it is supposed to be a combination. And we are
11 supposedly -- we do in some cases get some
12 approximations of that pricing.

13 Then there's the bill issue. When will that
14 be accurate? In terms of functionality, you're
15 supposed to be getting UNE-P and differences were
16 initially that UNE-Star came with DSL; whereas, at
17 that time Qwest was claiming that DSL was not
18 available with UNE-P. As pointed out in the Affidavit
19 of Lynne Powers, Qwest has since changed that position
20 and makes DSL available with UNE-P. But initially, at
21 the time that that deal was made, that was a
22 difference in the products.

23 Another difference was that for UNE-E, there
24 was some flat-rated pricing. Again, that did not turn
25 out to be as big of a difference as we thought from

1 UNE-E and UNE-P because if you look at Qwest's Web
2 site documentation, which is cited in the Affidavit of
3 Lynne Powers, that -- Qwest uses that flat-rated
4 methodology for UNE-P Centrex. So there is some of
5 that. But for UNE-P POTS, it's flat-rated.

6 And then another difference is the AIN. But
7 from an ordering, provisioning, and billing
8 perspective, it's still resale.

9 MR. CRAIN: And, Hagood, on the AIN issue,
10 it's an issue that we've gone, as you know, round and
11 round about quite a bit here. There are some features
12 that we provision through AIN that are also available
13 in the switch. Now, what we committed in the workshop
14 -- because people had concerns that in the future we'd
15 be migrating everything from switch base to AIN. And
16 we committed that we would not take those out of the
17 switch. We would continue to make those available if
18 that happens in the future.

19 The other thing that CLECs -- that is
20 available to CLECs is that if there is a feature in
21 the switch that Qwest has not activated because it's
22 not using them on retail, CLECs have the ability to
23 submit special change requests to have those features
24 activated.

25 MS. CLAUSON: And that is not our experience.

1 That's a paper promise, but we've been asking, is
2 there any way that we can get AIN -- the remote access
3 forwarding that you claim is AIN with UNE-P, and we
4 have been told no in every scenario, and that is not
5 the case.

6 MR. CRAIN: If you're asking for our
7 AIN-based feature, you can't get that with UNE-P.

8 MS. CLAUSON: We have faxed over to Qwest the
9 switch documentation --

10 MR. BELLINGER: Wait a minute, wait a minute.
11 Let him finish.

12 MR. CRAIN: If you want our AIN-based feature
13 which we provide through AIN, even though it's
14 available through a switch, you cannot get that
15 feature with UNE-P.

16 MS. CLAUSON: And that's why we've been so
17 clear about what we're asking. In October of 2000 --

18 MR. BELLINGER: Wait just a minute. Is the
19 feature she's commenting on available in the switch?

20 MR. CRAIN: And I am --

21 MR. CRAIG: So remote call forwarding is
22 available as a switch-based feature. If Eschelon were
23 to submit a special request, we will go through the
24 special request process to make sure all the technical
25 details and all of the technical feasibility issues

1 are worked with the vendor, and we'll activate the
2 feature.

3 MR. CRAIN: If it's not loaded in the switch,
4 Eschelon might have to pay the expenses of getting it
5 loaded.

6 MR. BELLINGER: Okay. Now, did you want
7 to -- they've committed to provide the feature.

8 MS. CLAUSON: That is just -- it's just a
9 totally false impression.

10 In October of 2000, when Garth Morrisette
11 testified under oath in the transcript that this is a
12 switch feature identified in the ICONN database, we
13 made it extremely clear that what we were requesting
14 was the capability of the switch to do remote access
15 forwarding. They said, it doesn't matter that that's
16 what you're asking for, you can't have it UNE-P.

17 We have on many occasions since then made
18 this request, asked if there's any way we can get it,
19 and the answer from Qwest has universally been no
20 outside of these paper proceedings.

21 When we in this new effort to start doing
22 UNE-P in March again asked the question, I don't know
23 how much clearer it could have been that we're asking
24 for the feature functionality than to produce --

25 MR. BELLINGER: Wait a minute.

1 MS. CLAUSON: I was not allowed -- I was told
2 not to interrupt. Can I finish?

3 MR. BELLINGER: All right, go ahead.

4 MS. CLAUSON: When we made the request, we
5 actually sent the Nortel documentation showing that
6 this was a switch feature over to Qwest. All of those
7 opportunities since 2000 would have been great times
8 to say, we recognize it's a switch feature and we will
9 let you use this process to do it. And by the way,
10 here's how much it costs. But instead, we were told
11 it isn't a switch feature. It is only an AIN feature,
12 and you can't have it. And that has been the
13 situation to date. And it's really a very late point
14 to start suggesting there might be charges that have
15 never been given to us and to recognizing what we've
16 been arguing since 2000 and escalating it, trying to
17 get resolved and have consistently been told no.

18 MR. BELLINGER: Are you finished?

19 MS. CLAUSON: Yes.

20 MR. BELLINGER: Okay.

21 Andy, I understood you to say the feature was
22 available on switch and you would provide it?

23 MR. CRAIN: If it is, they could get it
24 through a special request.

25 MR. BELLINGER: Okay. Let's talk about the

1 current situation. I'm trying to establish at this
2 point your concern that you want to order this
3 feature, and they're saying you can get it.

4 MS. CLAUSON: Andy just prefaced it with, if
5 it's a feature.

6 MR. BELLINGER: I said if it's available on
7 the switch already. If it's not, then they will
8 provide it on the switch.

9 MR. CRAIN: It sounds like yes.

10 MR. CRAIG: Let's be perfectly clear.

11 MR. BELLINGER: Let's be perfectly clear.

12 MR. CRAIG: This feature is a switch-based
13 feature.

14 MR. CRAIN: Let's be perfectly clear. This
15 feature is available as a switch-based feature. The
16 feature we provide, which is not available to CLECs --
17 and I think there has been a big issue about
18 terminology here. And that's something we're going to
19 have to straighten out, apparently. If somebody asks
20 for the feature that we're providing to our retail
21 customers, they cannot have that through UNE-P because
22 it's an AIN-based feature. If they want to activate
23 the separate feature, the different feature that's
24 available in the switch, they can do that.

25 MR. CRAIG: That's correct.

1 MR. CRAIN: So if they're asking for that
2 particular USOC and that particular feature that we
3 provide, the answer is no. If they're asking to
4 activate a separate feature which provides similar
5 functionality in the switch, the answer is yes.

6 MS. CLAUSON: And where is this documented
7 and what efforts have you made to train your people in
8 this? We have been asking for this since 2000.

9 MR. CRAIN: That has been documented on the
10 Web site since 2000, and I'll get you that
11 information.

12 MS. POWERS: What is documented, the special
13 request process?

14 MR. CRAIN: Yes, and the availability of
15 feature-based features that are not yet activated.

16 MR. BELLINGER: Do you provide on the Web
17 site features that are activated by switch?

18 MR. CRAIN: I don't think we provide the list
19 of what would possibly be available in the switch. I
20 don't even know if --

21 MR. CRAIG: I don't think we do that.

22 MR. MORRISETTE: I just wanted to follow up
23 on -- you said it's available, and you would charge
24 Eschelon. My understanding is that we're entitled to
25 all of the features that are available under the

1 switch -- in the switch for the UNE price that the
2 Commission has determined, the UNE port price. So
3 what price would you be suggesting that we would be
4 charged for activating those features? And has that
5 price been approved by the Commission?

6 MR. CRAIN: What I was suggesting is that if
7 it needs to be loaded into the switch, you would have
8 to pay the costs of the loading it in the switch.
9 There are some things that are loaded in the switch
10 that are not activated. There are some things that
11 are not loaded in the switch.

12 MS. CLAUSON: In Minnesota, where there's a
13 footnote that's dropped to the price sheet, that says
14 all features, functionalities, and capabilities of the
15 switch are included in the price of the switch port.
16 Have you gotten any separate approved rate even though
17 it's feature, functionality, and capability for
18 turning on a switch feature?

19 MR. CRAIN: It's not in the switch. That's
20 what I was saying. If it's not loaded in the switch,
21 then you have to pay the price of loading it in the
22 switch. If it's not in there, then you have to pay
23 the cost of getting it in there. If it's in there,
24 that charge doesn't apply.

25 MR. BELLINGER: Andy, could we have that

1 process filed as an exhibit?

2 MR. CRAIN: We will.

3 MS. CLAUSON: And we would like some
4 follow-up on when and how all of the people -- and we
5 will provide a list of names of all of the people
6 going up to Gordon Martin at Qwest who we have asked
7 for this. Not one of them is informed of this process
8 and has not in any way made it available to us. So we
9 would like to know when the people are going to be
10 trained in this process so other CLECs don't have to
11 wait two years.

12 I also have a follow-up question. In October
13 of 2000, at least it's in the transcript of this
14 proceeding, that this feature, remote access
15 forwarding through the USOC AFD, was available
16 according to the ICONN database. And if it shows up
17 in the ICONN database, our understanding was that is a
18 feature functionality and capable of that switch. Is
19 that your understanding?

20 MR. CRAIN: And tell me if I'm wrong. It
21 sounds like if it's in the ICONN database, it is
22 available for turning -- I don't know. I don't know
23 if that means -- I guess I'm asking, does that mean
24 that it has been activated or that it is available for
25 activating or what the issue is?

1 MR. CRAIG: I don't know for sure. We can
2 certainly find out quickly.

3 MR. BELLINGER: Take-back on that.

4 MS. POWERS: And just to --

5 MR. CRAIN: Chris, just explain. Why don't
6 you explain, Chris.

7 MR. VIVEROS: And let's clarify. What you
8 found in the ICONN database in 2000 was the USOC AFD
9 for the product we call remote access -- or the
10 feature we call remote access forwarding. And subject
11 to confirmation from Mr. Craig, I believe that's the
12 AIN-based feature. So it's not talking about a switch
13 feature. When you go into the ICONN database, it's my
14 understanding you can see features that are available
15 in a given switch. That doesn't mean they're vertical
16 switch-based features. It means they're available for
17 customers served by that switch. Some of them may be
18 AIN-based and be provided -- the functionality may be
19 being provided by the AIN platform rather than the
20 switch itself.

21 MR. CRAIN: And that's a different feature.

22 MS. POWERS: Then where can Qwest point to to
23 tell us how many switches, what switches have this
24 feature in the switch? Where would we find that
25 information?

1 MR. CRAIG: Part of the special request
2 process says that when you make the request through
3 the process, you'll tell us where you're interested in
4 having the feature. And we will give you the status
5 of does the feature there need to be activated? Does
6 it need to be loaded by the vendor and then activated?
7 Are there other technical feasibility requirements?
8 Some features don't interact with one another. We'll
9 go through all of the different technical scenarios
10 and give you the specific information for the specific
11 CLLI location you're looking for.

12 MR. BELLINGER: And this is documented on the
13 Web site?

14 MR. CRAIG: I believe it's part of the
15 special request process that's on the Web site.

16 MS. POWERS: And as a CLEC trying to
17 determine where we would want the special request,
18 having the information up front about where that's
19 loaded in your network would be important having
20 disclosure about what features are loaded in their
21 network in your switches. If you could add that to
22 your ICONN database.

23 MR. CRAIG: Likely it's not going to be
24 loaded unless it's a 5E switch.

25 MR. BELLINGER: Say that again.

1 MR. CRAIG: Likely it's not going to be
2 loaded if it's not a 5E switch. The Lucent vendor --

3 MR. BELLINGER: What about a process that
4 lists what's loaded by switch, AIN and then switch
5 features?

6 MR. CRAIG: If it's a 5E switch, the feature
7 comes with a generic provided by Lucent. It's not
8 activated.

9 MR. BELLINGER: I changed the subject on you
10 slightly. What about providing CLECs a list of
11 features that are available that are switch-based and
12 AIN-based?

13 MR. CRAIG: I think they already have that.

14 MR. BELLINGER: Then I'm confused.

15 MR. VIVEROS: I'm sorry, Hagood, are you
16 talking about from a network standpoint or from a
17 product standpoint? From a product standpoint, we
18 have a list. It's out on the Web site.

19 MR. BELLINGER: I asked that a while ago and
20 was understanding from the response you had to go
21 through the special request process to find out.

22 MR. VIVEROS: For features that -- for
23 switch-based features that Qwest doesn't actively sell
24 to its retail customers.

25 MR. BELLINGER: But what I'm asking for is

1 for CLECs that you list what's on the switch that is
2 available.

3 MR. VIVEROS: From a network perspective.

4 MR. CRAIG: The CLECs can go to the ICONN
5 database, look at a CLLI code. The switch is
6 identified as a 5E switch. Likely the feature is
7 loaded, not activated.

8 MR. BELLINGER: That's not good enough.

9 MR. CRAIG: Lucent provides all their
10 features when they load their software.

11 MR. BELLINGER: I understand that, but that's
12 not good enough. "Likely" is not good enough. I
13 think you need to come up with a process --

14 MR. CRAIG: The only difference would be is
15 if Qwest used a switch-based feature prior to AIN
16 development, we would not deactivate the feature.

17 MR. BELLINGER: I understand that.

18 MR. CRAIN: Can we -- Hagood, I think we need
19 to look at this a little bit and take it back and see
20 if we can address it on a break.

21 MR. BELLINGER: Okay.

22 MR. CRAIN: Do we want to move to collocation
23 issues now?

24 MS. CLAUSON: This is Karen Clauson. As you
25 can tell, this issue is a hot button for us. We feel

1 very strongly about this issue. We feel -- and we're
2 sorry to bring it in that way is what I'm trying to
3 say, Hagood, but it is -- I don't know how else to
4 communicate it when we've asked it so many other ways.
5 We do appreciate you follow up with specifics that
6 should help us get closer to what we want.

7 I would point out my apologies to Dan
8 Lipschultz because we veered away from his other
9 issues. And if you had more for him, we're willing to
10 go back to that.

11 MR. BELLINGER: I was trying to clear up some
12 things, and I think we cleared them up.

13 MS. CLAUSON: And we appreciate that.

14 MR. IBARRA: This is Arturo with Qwest. And
15 is this the time for me to address the issues that
16 were brought up around the true-ups?

17 MR. BELLINGER: Go ahead.

18 MR. IBARRA: With respect to McLeod, we had
19 what I thought was a reasonable process going towards
20 -- the beginning of that, it was a little drawn out.
21 But towards I think it was in the December time frame,
22 Laurie and I kind of laid out the monthly process that
23 we would follow to get our true-ups done in a more
24 timely fashion. And we both agreed upon it, and it
25 was working well.

1 And normally the process is -- as Laurie
2 stated, is that Qwest would develop the figures and
3 then ship them off to her for her approval. And she
4 would either concur, say something seems to be missing
5 and we should convene and true-up the figures
6 accordingly. I think we ran into some delays -- I
7 don't know what was going on, but I think Laurie must
8 have gotten super busy and didn't have an opportunity
9 to get to these.

10 And so there was a delay in some of the
11 February, March, April bills. And we finally got
12 those trued-up and agreed upon.

13 And I think it was the May one we got held up
14 internally on getting approval for that. And that's
15 what led to the five-month delay that I'm not sure who
16 was speaking but raised that issue.

17 And June, we were able to get in very quickly
18 and turned around very fast. So that's kind of a real
19 short synopsis of what happened there. I think going
20 forward, we've got the process laid out and it's just
21 a matter of following it, and hopefully things will go
22 a lot smoother in that regard.

23 MR. LIPSCHULTZ: Dan Lipschultz. Laurie,
24 you're on the line, aren't you?

25 MS. DEUTMEYER: Yes.

1 MR. LIPSCHULTZ: Were you getting the Qwest
2 invoices for that five-month period?

3 MS. DEUTMEYER: Arturo is correct to state
4 that him and I did work out a process, and that
5 process was within two weeks after the month-end
6 close, I would have numbers. That process was never
7 followed. I was continuing to contact Anthony to get
8 true-up numbers to me. I did approve those prior to
9 two days ago, prior to a week ago. Those were
10 received as I received February, March, April, May,
11 and June. I did approve those in a timely manner
12 after I received those true-ups.

13 The reason that June was paid out so quickly
14 was Qwest was trying to find somebody to understand
15 why the payments were being held up and to get
16 somebody to sign off on getting February, March,
17 April, and May paid. And in the time period that they
18 were trying to find somebody to get that approved and
19 paid, I received June numbers and approved June
20 numbers, and that is the only reason why I received
21 June numbers and June payment in a timely manner.

22 MR. IBARRA: And I'll have to go back and
23 consult our records, and I don't want to get into a
24 finger pointing session here, but I'm confident that
25 there was somewhat of a delay on McLeod's end in

1 getting back to approving the figures for -- I don't
2 want to get into a finger pointing session, and I'd
3 have to go back and check our records, but I'm pretty
4 sure that there was a delay on McLeod's side for
5 approving the figures for I think it was March and
6 April.

7 And we can certainly going forward follow the
8 process, make sure we follow it much more tightly.
9 But I never knew that it was an issue with McLeod, at
10 least to this extent, until it was brought up a couple
11 weeks ago. And like I said, we were trying to get the
12 approvals for February, March, and April. And that
13 internally was delayed probably about two weeks trying
14 to find out who to get those payments approved by.
15 But May and June did go out in fairly recently timely
16 fashion.

17 MR. BELLINGER: From what I heard, and just
18 want to make sure, someone from McLeod said the
19 true-up process was being followed and worked and
20 agreed to. It was the payment that you didn't
21 receive. Is that what I heard?

22 MR. LIPSCHULTZ: That's correct, isn't it,
23 Laurie?

24 MS. DEUTMEYER: No. Actually, Arturo and I
25 had approved a true-up process and that we would

1 receive those numbers in two weeks. Very seldom did I
2 have numbers. And we can obviously provide
3 documentation of that information when I would have
4 received information from Anthony at Qwest and if I
5 would agree or disagree to the true-up numbers for the
6 monthly calculation.

7 MR. LIPSCHULTZ: So, Laurie, are you saying
8 that there were delays in getting the information from
9 Qwest we needed to actually finish the true-up?

10 MS. DEUTMEYER: Correct, within the time line
11 that Arturo and I had laid out.

12 MR. BELLINGER: How much delay are we talking
13 about?

14 MS. DEUTMEYER: It depends on the month. And
15 if I have the chance to pick up the phone that day and
16 ask Anthony where he was with getting that number
17 calculated or had a chance to drop him a quick e-mail.

18 MR. LIPSCHULTZ: Laurie, prior to five months
19 ago, had we experienced any other similar three-,
20 four-, five-month delays in getting paid these true-up
21 amounts?

22 MS. DEUTMEYER: Yes. And as Arturo alluded
23 to at the beginning, we obviously received the October
24 of 2000 through April of 2001 payment all in one shot
25 because there was some misinterpretation or

1 misunderstanding between how McLeod felt the agreement
2 should be interpreted and how Qwest agreed the
3 contract was interpreted. So we needed to go back and
4 forth and understand who was correct in how those
5 calculations at the USOC level should be -- our rates
6 should be applied.

7 MR. BELLINGER: Does Qwest have any plans for
8 changing this to where we don't have a true-up
9 process?

10 MR. IBARRA: At this point, no. The plan
11 right now is to keep it on a manual process. And as I
12 said earlier, we can certainly work on keeping much
13 tighter to the time frames that we've established.

14 But to Laurie's point, we can go back and
15 check records and check the timing of everything. My
16 only issue was the way it was described made it --
17 gave the impression that McLeod and Eschelon -- or
18 McLeod and Qwest were always at odds with the billing
19 process, and I wasn't under that impression. Like I
20 mentioned earlier, I didn't think it was a real big
21 issue until a couple of weeks ago, and I understand
22 their concern having been delayed getting February
23 until May. That, I will concede. And at that point
24 we had trouble finding who to approve the payments.
25 But once we found that, the floodgates opened, and we

1 got both out as quickly as possible.

2 MR. BELLINGER: I'm confused what the problem
3 is other than late payments. Is there a problem that
4 you're having other than the late payment?

5 MR. IBARRA: From my perspective, no.

6 MS. CLAUSON: That was Arturo who said no.

7 MR. BELLINGER: Okay. Now, let me ask
8 McLeod.

9 MR. CRAIN: Who said, "From my perspective,
10 no"?

11 MR. IBARRA: That's Arturo with Qwest.

12 MR. LIPSCHULTZ: This is Dan Lipschultz.

13 From McLeod's perspective, it's been a late
14 payment problem and talking about a five-month delay
15 in getting the February payment. And as Laurie
16 indicated, we've had previous delays. And that's all
17 tied up in this manual true-up process.

18 And we certainly initially back in October of
19 2000 understood we'd have to have a manual true-up
20 process. And Laurie and Arturo and McLeod have been
21 trying to work through that. But I think we always
22 understood that that would be an interim process and
23 that at some point you have to have a mechanized
24 billing system where you get accurate bills on a
25 monthly basis. Without that, if you have to rely on

1 this manual true-up process, it causes delays, and it
2 really drives up our cost and the staff time to do
3 this process, and it adds to Qwest's costs as well.
4 So it's been an ongoing issue, and it's really come to
5 a head because this delay is one of the longest delays
6 we've had in this experience in our true-up process.

7 And also, just to give you a full context, it
8 came in conjunction with other agreements that we
9 really don't want to get into today; but starting at
10 the beginning of this year, Qwest suddenly stopped
11 making payments.

12 MR. BELLINGER: I understand the payment part
13 of it. But I understand there's no plans to change
14 this manual process?

15 MS. SCOTT: I just want to add on one
16 question to that. This is Maureen Scott with the
17 Commission Staff for those of you on the phone. I
18 would like to know why the manual true-up process is
19 necessary in the first place.

20 MR. IBARRA: Because our billing systems are
21 not set up at this point.

22 MR. BELLINGER: Speak up, please.

23 MR. IBARRA: Our billing systems right now
24 are not set up to bill UNE-E, UNE-M mechanically.

25 MR. CRAIN: And then to address the future

1 plans.

2 MS. DUBUQUE: This is Toni. I'd like to
3 address where we are with the UNE-Star product, we are
4 working right now with Eschelon on options for
5 mechanizing the UNE-E billing process. And we have
6 been meeting with them over the last three weeks. In
7 fact, I think today is the day the final questions are
8 being sent to Eschelon. They had a number of
9 questions about the process and how we would go about
10 converting their existing base. So that work is in
11 progress with a commitment to mechanize the UNE-E
12 billing by the end of the year.

13 Subsequent to that, we have plans to meet
14 with McLeod in Cedar Rapids to start talking about
15 their plans for UNE-M, what they would like to do,
16 what their conversion plans are, and then to set a
17 time line in schedule to actually work on
18 mechanization for McLeod.

19 MS. POWERS: We'd like to respond to that.

20 MR. MORRISETTE: This is Garth Morrisette
21 from Eschelon.

22 MS. CLAUSON: Garth, this is Karen. Could I
23 respond?

24 MR. MORRISETTE: Sure.

25 MS. CLAUSON: This is Karen Clauson from

1 Eschelon. And I would like to point out Exhibit E-12
2 and the exhibits attached to that. In the Affidavit
3 of Lynne Powers, paragraph 12, page 5, Lynne says that
4 Qwest initially estimated that the interim process
5 would be in place by the first quarter of 2001.

6 Then if you turn to Exhibit 2 to the
7 Affidavit of Lynne Powers, which is part of E-12, and
8 you look at this e-mail from Qwest, our account
9 manager at Qwest at the time, an e-mail that's dated
10 January 12, 2001. It's directed to Garth Morrisette.
11 In that, she confirms that the billing for UNE-Star
12 was a short-term plan. And it says, in the short
13 term, how will Eschelon be billed? Qwest continues to
14 bill lines, features at resale rates through existing
15 resale billing process.

16 Then if you turn the page, the account rep
17 from Qwest goes on to identify long-term areas of
18 concerns that teams are developing solutions to. And
19 the first one is identify existing new USOCs necessary
20 to build product platform. And the fifth one is
21 develop billing process for flat-rated UNE deal.

22 Qwest promised Eschelon in November of 2000
23 that this would be a mechanized process where we would
24 get accurate UNE bills, UNE-E bills. They told us
25 that they anticipated it would be completed in the

1 first quarter of 2001. We've had meetings since then.
2 Some of them are documented in this same exhibit.
3 Since then where at that time they were saying, we're
4 working on it. We're working on it. There have been
5 some delays. We're working on it.

6 Now, this month Qwest has come to us after
7 we've had the opportunity to raise this issue in the
8 271 context, and has said, now we're going to start
9 mechanizing it. I mean, we were told at the time, as
10 these exhibits document, that they were working on it
11 then. Now we have brand new proposals that were
12 presented to us as here's your choices at this late
13 date for how to now start doing this.

14 The first two proposals we were told if we
15 wanted to have them by the end of the year, we had to
16 decide if we wanted them the first day they were
17 described to us.

18 The first option involved manually faxing all
19 of our orders for UNE-E, which I think is unacceptable
20 on its face. So we didn't have too much problem
21 responding to that one the first day, the only day
22 given to respond if we wanted it by the end of the
23 year.

24 The second option involved now at this late
25 date going to CMP to have the work done to make this

1 promise that was made to us in 2000 accomplished and
2 to go through prioritization.

3 Now, we certainly think that if Qwest needs
4 to do systems work to do this, it has to disclose it
5 through CMP, but it is not up to Eschelon or any other
6 CLEC to give up its issues that it's prioritizing so
7 that Qwest can live up to a commitment it made in
8 2000. And at the time it made the commitment, at the
9 time the account manager sent this e-mail, they didn't
10 say, we'll mechanize this if other CLECs agree to
11 prioritize it. They said they would do it. It was
12 part of providing a product. And as McLeod has said,
13 the workaround was supposed to be interim, and then we
14 would get accurate bills. That's never happened, and
15 we still have inaccurate bills.

16 The third option is to set the RSID or ACNA
17 code. And the way this happens with our provisioners
18 is they get our off-net orders come in or different
19 types of orders, and the provisioner would be doing
20 their UNE -- they do one order, and it would be UNE-P,
21 and they'd place it. Then because you have a
22 different RSID or ACNA that makes it look like a
23 different customer account, you would have to back out
24 of the system because you can't have both up in memory
25 at the same time. That if the next order was UNE-E,

1 then you'd have to back out, log off, log on under
2 this new number, get back into it, do that order and
3 go back and forth. Otherwise, we rearrange all of the
4 orders to implement some costly scrub to resort the
5 orders, which we have no place for.

6 So the options that have been presented are
7 not -- it's not what was agreed upon, and they're not
8 feasible. So we do need a mechanized bill. But the
9 way Qwest has proposed to do it is to turn it into a
10 CLEC problem, solve this for us, change your method so
11 that we can do this. And that is not what was agreed
12 upon and is not acceptable to us.

13 Bonnie Johnson, you participated in those
14 calls. Have I stated that correctly?

15 MS. JOHNSON: Yes, you have, Karen.

16 I just wanted to add that also in looking at
17 changing to order processing through EDI, it also has
18 implications that it would hold up our process for
19 that as well.

20 MR. MORRISETTE: Karen, this is Garth
21 Morrisette. I wanted to interject a few things, also.

22 With respect to the process that McLeod
23 described is similar to the Eschelon process with the
24 exception that Eschelon receives a credit on our bill
25 for the UNE-E adjustment as opposed to a wire

1 transfer. And we've asked Qwest for the wire
2 transfer, and we would also like to receive the wire
3 transfer like McLeod gets.

4 Also, we're curious about how the true-up of
5 the UNE-E credits is reflected in the billing accuracy
6 data in the PID data because 100 percent of the UNE-E
7 bills are inaccurate, as McLeod just testified and
8 we've testified, too, that the reason these
9 adjustments are taking place is that the bills are not
10 correct, they're not accurate. So we'd like that
11 explained, how that shows up in the PID measure.

12 And then finally, just to give you an idea,
13 the UNE-E calculation is not perfect. We still have
14 problems with it. In March, we had a credit -- the
15 credit calculation was off by \$50,000 for Eschelon.
16 So the process itself is not perfect.

17 MR. BELLINGER: We all the sudden have about
18 a half a dozen issues now on the table.

19 MR. CRAIN: We can address these if we can
20 pass the mike around.

21 MS. BLISS: Good morning. This is Susie
22 Bliss.

23 And I just want to make sure that we're all
24 really, really clear here. My organization works on
25 the processes to get these products on down the line.

1 And we did form a team working with Eschelon. I know
2 it was probably about a year ago after I got back from
3 maternity leave, and we met weekly to try and figure
4 out how to get these orders on down the line. This is
5 a customized solution for this customer. It's a very
6 complex set of products. And they were asking for
7 things we haven't had to process before from a
8 wholesale perspective.

9 So we tried to work really closely, trying to
10 figure out how we can get these orders on down the
11 line. My staff, I directed them to put job aids
12 together for this customer. We put those together
13 back in the September time frame. They're very
14 complex job aids to help the customer get these orders
15 into Qwest so we can get them on down the line.

16 We were still experiencing processing
17 problems both from the Eschelon side and the Qwest
18 side even with these additional efforts. At one
19 point, we decided the latter part of last year to put
20 the project on hold. We discussed it in our weekly
21 meetings. It wasn't working for this customer. I did
22 get a confirmation call from Bonnie Johnson at
23 Eschelon confirming that we put the project on hold.

24 We put the project on hold based on the
25 customer commitment and agreement and then switched

1 gears to UNE-P. Met in March of this year with
2 Eschelon up in Minneapolis to go through the UNE-P,
3 what that would look like, how we might help them.
4 Put together kind of a high level job aid for them in
5 March to say, here's what this would look like. Let's
6 try it and see if this works for you. So that's what
7 we've been focusing on.

8 When I read these comments that we needed to
9 all of a sudden start UNE-Star again, I was a little
10 surprised. And so now we have recently switched
11 gears, went back to look at UNE-Star and what it's
12 going to take to get this customer back up and running
13 on UNE-Star.

14 MS. CLAUSON: Could you confirm those dates
15 for us again? When do you say that occurred?

16 MS. BLISS: Which part?

17 MS. CLAUSON: We disagree obviously that
18 there's some kind of agreement. But when do you say
19 the agreement occurred to discontinue the --

20 MS. BLISS: It was the latter part of last
21 year.

22 MS. CLAUSON: When?

23 MS. BLISS: I think it was maybe even like
24 the first part of the year, January.

25 MS. CLAUSON: Of?

1 MS. BLISS: This year.

2 MS. CLAUSON: 2002.

3 MS. BLISS: Right.

4 MS. CLAUSON: And who was involved in that
5 decision from Eschelon?

6 MS. BLISS: Lynne was there in those weekly
7 meetings.

8 MS. POWERS: Let me respond.

9 I think, Susie, we're mixing issues. The
10 issue that we were talking about was mechanized
11 billing. The point that Susie talked about us meeting
12 and revising the job aids. Originally when Arturo and
13 Audrey worked out our UNE-E arrangement there was not
14 a lot of flow-through at the back end about how it was
15 going to work. And we were given a product to order
16 1FB lines with Centrex features falling out all over
17 the place. We had tons of customer service issues we
18 had to resolve. That's when Qwest came out with 1FB
19 with CCMS. Had a whole host of other issues because
20 that was a product that Qwest was trying to
21 grandfather and no longer have available.

22 So that was the reasoning behind those issues
23 at that time. All along, we had an anticipation that
24 Qwest was going to continue to work on the mechanized
25 billing. And so let's not mix those issues because

1 they're very much -- were different at that time.

2 Then I think we went into this let's
3 discontinue that, and we jointly decided to do that.
4 That was a Qwest decision about the efforts to do
5 that. And we all along expected to have our
6 mechanized billing. And, again, mechanizing the
7 billing could possibly be accomplished without
8 requiring Eschelon to go through all of these things
9 we just described. And instead, as Karen mentioned,
10 we're making this an Eschelon problem versus Qwest
11 following through on its contractual obligation.

12 MS. CLAUSON: I just want to clarify, at one
13 point you were restating what Susie said about
14 jointly. That that was not joint. That was something
15 Qwest said they would discontinue because of all the
16 provisioning problems, and that was separate from
17 billing.

18 MS. POWERS: Correct.

19 MR. CRAIN: And then if we want to address
20 the issue --

21 MS. BLISS: Yes. This is Susie again. I do
22 want to clarify, there were two issues, and I'm really
23 clear on both of them.

24 Qwest continued to work on the mechanization
25 of UNE-Star. And I want to be really clear because we

1 had a team devoted to that working with our technology
2 partners getting a lot of this work done while meeting
3 weekly with Eschelon and talking about the day-to-day
4 issues as well. We were getting to the point in the
5 development cycle with UNE-Star that it was time to
6 bring the customer, Eschelon, in to talk about our
7 requirements so that we were crystal clear on what we
8 were working on and whether or not we were on the
9 right track. So I'm very clear about those facts.

10 MR. CRAIN: And then do we want to talk about
11 the --

12 MR. BELLINGER: I can't hear you, Andy.

13 MR. IBARRA: This is Arturo with Qwest.

14 MR. CRAIN: Wait. One more issue. Sorry, we
15 wanted to just address one more issue quickly.

16 MS. DUBUQUE: I don't know I have all the
17 details, but Karen mentioned earlier our proposal on
18 mechanizing UNE-E, an option which she mentioned that
19 we had to prioritize this through CMP and go through
20 that process which will delay, et cetera. One of the
21 things we are continuing to work on is to make this
22 process as transparent to Eschelon as possible. And
23 in the last three days, we have come up with a
24 solution that will make option 2 not something that
25 will have to go through CMP. And Eschelon will be

1 receiving a document today that will spell out that
2 process.

3 We have also offered to convert their
4 existing base of UNE-Star. In other words, we at
5 Qwest will issue all of the orders that will convert
6 their existing base in order to ensure that the
7 mechanized billing will all be in place by the end of
8 the year.

9 MS. POWERS: Question, Toni. Will those be
10 record only changes to our base?

11 MS. DUBUQUE: Yes, they will.

12 MS. CLAUSON: Again, that was the commitment
13 in November of 2000, to transparent to us convert the
14 base to UNE-Star. So that's not a new commitment.
15 What you've added is now you're saying you can do it
16 by the end of this year?

17 MS. DUBUQUE: Correct.

18 MR. BELLINGER: Mechanized billing, they
19 agree to do it by the end of the year.

20 MS. CLAUSON: If we agree to this option 2,
21 which we haven't seen yet.

22 Do you have enough information to describe
23 it?

24 MS. DUBUQUE: I don't.

25 MR. BELLINGER: I don't want to get into that

1 for this forum. You all can work it out. And we
2 would not know whether it would be good or not.

3 Why don't we take a break at this point.

4 MR. IBARRA: This is Arturo. Can we make one
5 more response before we go on break.

6 MR. BELLINGER: I'm sorry.

7 MR. IBARRA: I want to address one issue real
8 quick just to clarify for the record. And it's
9 related to Garth's point that in March, the UNE-E
10 true-up was off by 50,000. That was a one-time event,
11 and it was based -- the change that Qwest made to the
12 figures was based on some glitch we had with Eschelon.
13 We had made an incorrect assumption on that true-up,
14 and once we cleared it up with Eschelon, that was
15 worth about \$30,000. The other 18 we think was just
16 spreadsheet snafus. But I just wanted it clear for
17 the record that that wasn't an ongoing amount that
18 Eschelon was being shorted. It was just a one-time
19 occurrence for that month.

20 MS. CLAUSON: Arturo, this is Karen Clauson.
21 Although the \$50,000 figure is a one-time event, you
22 would agree, wouldn't you, that every month, Eschelon
23 and Qwest come up with somewhat different numbers and
24 have to compromise on the amount?

25 MR. IBARRA: I would agree. And it's usually

1 to the tune of maybe \$10,000 tops out of around half a
2 million.

3 MS. CLAUSON: But \$10,000, you know,
4 difference is not an accurate amount that we both
5 can -- this isn't a calculation you can come up with
6 an accurate this is what the bill should be.

7 MR. CRAIN: This seems to be the exact kind
8 of thing that is appropriate for a complaint hearing
9 or something rather than a 271 proceeding.

10 MR. BELLINGER: I agree.

11 Rick had something.

12 MR. WOLTERS: Andy, can you tell me what the
13 status of the UNE-Star is? Is it something you're
14 going to add to the SGAT? Is it something that's
15 available, or is it something that's just been more or
16 less limited to Eschelon and McLeod?

17 MR. CRAIN: It's something that has been
18 available and has been filed as an amendment that was
19 available to opt into and has been available since we
20 entered into it. And we actually specifically
21 discussed that in a couple workshops. And so it's not
22 a standard product we offer, so it's not in the SGAT,
23 but it is available for CLECs.

24 MR. WOLTERS: And is it just Eschelon and
25 McLeod that take it right now?

1 MR. CRAIN: I believe that is true, yes.

2 MS. CLAUSON: This is Karen Clauson. Andy --

3 MR. BELLINGER: Wait a minute.

4 MR. LIPSCHULTZ: Dan Lipschultz. I have to
5 drop off for another meeting at 10:00 your time, and
6 I'm wondering if there's going to be any further
7 discussion on this issue.

8 MS. SCOTT: Dan, I had one more question for
9 you. This is Maureen Scott again. Is the process
10 that Qwest has outlined for mechanized billing, is
11 that satisfactory to McLeod now?

12 MR. LIPSCHULTZ: I really don't have a clear
13 sense of what that process is, and so I don't think I
14 can comment and I don't know if you can, either,
15 Laurie. What I've heard is what I've heard over the
16 phone, and so I don't think I know enough about what
17 that process is to comment on it.

18 MS. DUBUQUE: Maureen, we have not presented
19 this to McLeod. We're in the process of setting up a
20 meeting. I don't know, the meeting might have already
21 been set up while I was gone. But there will be a
22 meeting where we will present this as an option for
23 McLeod to consider.

24 MS. SCOTT: Okay.

25 MR. BELLINGER: We want to take a 15-minute

1 break.

2 MS. CLAUSON: I was just wondering if Dan
3 will still be on the line for these two points then.

4 MR. BELLINGER: For what?

5 MS. CLAUSON: I was going to make two more
6 points related to this issue, and I think Dan said he
7 had to leave.

8 MR. BELLINGER: 15-minute break.

9 (Recess taken.)

10 MR. BELLINGER: Let's get back, please.
11 We're ready to start.

12 MS. CLAUSON: Karen Clauson from Eschelon.
13 We just wanted to -- Eschelon wanted to make a few
14 comments on what's been said, and I'll just state them
15 briefly.

16 First, there was an exchange of questions
17 about whether UNE-Star would be in the product
18 catalog. Qwest has said to the authorities that it
19 will also provide UNE-Star to residential customers,
20 but neither the Eschelon nor the McLeod contract
21 provide for that. And unless it's in the product
22 catalog or somewhere where someone can order that,
23 it's simply not in a documented available form.

24 Also, there have been some questions about
25 pricing discounts and whether in hindsight those

1 actually affect the pricing of UNE-E and whether those
2 should be made available to other people. And the way
3 to make them available because they're not in the
4 filed contracts would be again through the product
5 catalog or some standardized product documented in any
6 case.

7 With respect in Dan Lipschultz' points about
8 the termination of payments, Eschelon has filed in
9 this proceeding in another Arizona docket a letter
10 from Mr. Oxley, Jeff Oxley, of Eschelon, in which we
11 described that Qwest terminated payments to Eschelon
12 and made it a condition of resolving our other issues
13 that we terminated that agreement leading to those
14 payments.

15 With respect to whether this issue is
16 appropriate for this proceeding as opposed to maybe a
17 complaint, Qwest has represented in this proceeding
18 and to the FCC that it is billing accurately. For
19 Eschelon, it's reporting a 99 to 100 percent billing
20 accuracy rate. As of May of 2000, as stated in
21 Exhibit E-9, UNE-Star represents 60 percent of
22 Eschelon's total month invoice amount. 60 percent of
23 our bills are 100 percent inaccurate. That measure
24 being reported does not reflect our experience, and it
25 is an issue for 271 that we are not being billed

1 accurately.

2 We believe that Qwest should have to
3 demonstrate compliance now because now is when they're
4 asking for approval. We've heard the earliest that we
5 would probably get mechanized bills would be the end
6 of the year. Then if that actually comes to fruition
7 would be a time to revisit whether 271 approval is
8 appropriate at that time. But at this time, the bills
9 are inaccurate. And with all of our other issues, we
10 believe that recommending 271 approval is
11 inappropriate.

12 Thank you.

13 MR. BELLINGER: Okay.

14 MR. CRAIN: And I think we've put our
15 positions on the record, and we're ready to move on to
16 collocation, I think.

17 MS. CLAUSON: We were going to do the UNE-P
18 bill invoice summary, the one-page document, while
19 Garth is still available. That shouldn't take long,
20 and then we'll go to collo.

21 MR. CRAIN: That's fine.

22 MS. CLAUSON: Garth, you are still there,
23 aren't you?

24 MR. MORRISETTE: Yes, I am.

25 MS. CLAUSON: And please turn to Eschelon

1 Exhibit E-17.

2 Garth Morrisette, could you please describe
3 E-17 for us.

4 MR. MORRISETTE: Yes. E-17 is a
5 reconciliation of the Arizona UNE-P invoice for
6 Eschelon Telecom. And in the first column, we have
7 indicated the billmate files that are broken down by
8 categories. For example, the first category is
9 monthly service charges. Second category is
10 non-recurring charges. Down on the list.

11 The second column has percentage of the
12 invoice that we have found to be overbilled based on
13 our initial review of the UNE-P invoice.

14 And just let me preface this whole discussion
15 by saying the UNE-P invoices are fairly new to us, and
16 we're just going through this process of trying to
17 reconcile these bills. So what we've tried to point
18 out here is our initial review and where we think
19 there are inaccuracies. And I can go through
20 essentially three categories of problems that we've --
21 or issues that we've found in these bills.

22 The first is where we've received bills in
23 billmate files without sufficient details to validate
24 the bills. We have to receive bills that allow us to
25 validate the charges on our bills. And that's an

1 issue.

2 A couple of examples where we're not able
3 to -- or we don't have the information to validate is
4 1a, issue 1a, which is inaccurate Zone 2 rates that
5 are billed in Zone 1. What we mean by that is some of
6 the loop charges are -- should be billed as Zone 1
7 charges are billed as Zone 2 charges, which are higher
8 charges.

9 One of the things that's missing from the
10 bills is information about where the loops are
11 located, the CLLI information, the central office
12 information. And with that information in the bills
13 and the billmate files, that would allow us to
14 validate these bills much more easily. As it is now,
15 we have to do a manual process. We have to go on
16 Qwest's Web site to locate the central office that the
17 lines are located in, and it's a very manual,
18 time-consuming process.

19 Another example is 1c and 1d, where there are
20 usage rates that are -- for the UNE-P product where
21 Qwest has combined the local switching rate with the
22 transport rate into a single price or a single rate
23 item on the billmate file. By combining those two
24 features, those two features are separately priced
25 UNE -- the UNE prices the Commission has priced for

1 Qwest. By combining those two features, it makes it
2 impossible for us to validate whether Qwest is billing
3 us correctly for usage.

4 Another example of just the bill presentation
5 is in 1g and 1h where the billmate -- in 1g, the
6 billmate files are missing columns that have the rate
7 associated with the product. What Qwest has said is
8 they bill us the total quantity or the total amount.
9 They have a column that has total amount, which is the
10 quantity times the rate. And it's just another
11 example where it makes it very difficult for us to
12 validate the bill. We'd like to see the bill have the
13 rate for each product so that we can validate it.

14 So that's one type of billing issue. One of
15 the issues is having the information to validate.

16 Another one is receiving bills with
17 inaccurate or inappropriate charges on the bills. One
18 example there is 1b, we're being billed for class
19 features and custom calling features separately.
20 Those features are part of the unbundled port. We're
21 paying an unbundled port rate as part of our UNE-P
22 product. And we should not be billed separately for
23 those custom calling and class features. We're seeing
24 that on our UNE-P bills.

25 Another example is 3a, the service order

1 activity, the fractional charges. That is basically
2 prorated charges that appear on our bills. We've
3 received charges on our UNE-P bills for local number
4 portability, for example. And the number of days that
5 are associated with that, the prorated, is up to five
6 years. So 1,500 days for lines that we only recently
7 converted or put onto UNE-P. So that's obviously an
8 error, and that's just another example of an error on
9 the bills.

10 Another example of errors on the bill is 9a,
11 the per-call usage charges. We're receiving on our
12 bills charges for usage features such as last call
13 return, which is star 69 feature. And, again, those
14 features, we're paying for -- already paying for as
15 part of the unbundled port. We're not supposed to be
16 charged separately for those features, yet we're
17 seeing them show up on our bill. So that's one
18 category just the features and items on the bill that
19 are inaccurate.

20 A third problem, an issue with the bills is
21 that it's a timely -- it's a time-consuming process to
22 go through and validate these bills. It takes a
23 senior executive level person to go through these
24 bills and dispute the bills with Qwest. Very time
25 consuming. And it takes place over time. And I want

1 to express that point. The dispute process does not
2 happen in a one-month or a two-month period. And
3 billing accuracy PID measure that Qwest is subject to
4 as part of this proceeding in my opinion does not have
5 the flexibility or the ability to really take into
6 account that process, that disputes may not be
7 resolved for four or five months sometimes, and
8 those -- if those disputes are resolved in our favor,
9 in other words, there are adjustments made to our
10 bill, those adjustments don't show up in the PID
11 measures because those PID results have already been
12 published because they're published soon after the
13 close of the reporting period.

14 So I just wanted to stress that point that
15 it's a long, time-consuming process, and I don't think
16 that it's really -- the billing accuracy measure is
17 really showing all of the -- is taking that into
18 account.

19 The final thing I just wanted to say is this
20 exhibit -- as I say, we're just getting our UNE-P
21 invoices, and this is our initial review. We will be
22 going through this with Qwest.

23 And with that, I'll turn it back over to
24 Karen.

25 MS. CLAUSON: And that was the only piece of

1 that billing part we had left. So we could move to
2 collocation now unless you want to go over that.

3 MR. CRAIN: We'll probably have to look at a
4 couple of these issues and address it when we have the
5 opportunity. So let's move to collocation.

6 MR. BELLINGER: You're going to look at --

7 MR. CRAIN: What's that?

8 MR. BELLINGER: What was that you said?

9 MR. CRAIN: After hearing that, we're
10 probably going to have to chat at a break; and then
11 when we address all the other issues, we'll address
12 some of those. And I think it's most efficient to
13 just move on to the collocation issues right now.

14 MR. BELLINGER: All right, let's do that.

15 MS. CLAUSON: If you turn to E-18, this is an
16 exhibit that lists the collocation and interconnection
17 issues. We'll also refer to E-19, which relates
18 specifically to collocation construction. So those
19 will be the two exhibits that Lynne will be speaking
20 to. And I believe we have Paul Hanser on the line.

21 Paul, are you there?

22 MR. HANSER: I am here.

23 MS. CLAUSON: And could you tell them what
24 your title is, what you do.

25 MR. HANSER: I am senior director of network

1 engineering for Eschelon, and we do the switch
2 engineering, the collocation engineering, construction
3 within our network. I have the provisioning group
4 that orders the circuits. I have an E911 group that
5 takes care of that process.

6 MS. CLAUSON: Paul, if you could move that
7 phone a little closer to you. We're having trouble
8 hearing you.

9 MR. HANSER: Thank you.

10 MS. CLAUSON: Lynne will start this out.

11 Paul, you were sworn in this morning, weren't
12 you, Paul?

13 MR. HANSER: Yes.

14 MS. POWERS: So as Karen indicated, I will
15 talk through these issues, but Paul being of an
16 engineering background may lend some more expertise
17 and I will pause and ask him for additional
18 information.

19 On Exhibit E-18, we start out with the
20 collocation dust contamination dangers to our
21 collocated equipment. We have had several instances
22 where Qwest is performing construction in the central
23 office in which our equipment is collocated and has
24 not taken proper steps to protect our equipment. And
25 as a result -- and sometimes those activities, they

1 actually enter our collocation without informing us,
2 and that is also a breach of the security. These
3 instances, as I said earlier, are repeated.

4 And you can see an example of the first one
5 on E-19 where there is a picture of our experience in
6 the Orchard Central Office in Minneapolis. And that's
7 the first page, which is Minneapolis Orchard
8 collocation fuse panel. And as you can see, the
9 amount of dust is heavy. And so heavy that the words
10 dust were able to be written into the equipment with
11 our finger. And that is exemplified on the picture.
12 Obviously, this level of dust required that
13 professional cleaning be done in order to ensure that
14 the equipment was not damaged and service to our
15 customers was not affected.

16 The second page is the Minneapolis Orchard
17 collocation CAC filter screen. And there are two of
18 these parts of the machine that have been cleaned, and
19 you can see where they're kind of cleaned out and the
20 rest are filled with dust. So that's the extent of
21 dust that was on that equipment.

22 The third page is the Orchard collocation.
23 And I believe that's similar, the same instance, and
24 you can see the level of dust wiped there.

25 And then there's another one for the UE9000

1 shelf, and you can kind of view these for yourself as
2 you flip through where the level of dust was quite
3 heavy.

4 Continuing on the topic of this, we had this
5 instance occur twice in the Orchard Central Office in
6 January and February. We were very concerned about
7 this. We felt that there was an issue of the dust.
8 Qwest also removed the central cooling for the area
9 and replaced that cooling with a fan. This is
10 obviously an inadequate solution. And in the Orchard
11 Central Office, there's a separate room where our
12 equipment or other CLECs' and our equipment are, and
13 this was not affecting the Qwest equipment. And we
14 would contend that Qwest would not find a fan to be an
15 adequate cooling for its own equipment. And, of
16 course, it endangered the service level for our
17 customers when they did that.

18 Qwest did provide Eschelon with a written
19 response once we escalated this, and they responded
20 with a statement throughout the life of this
21 construction project, Qwest has ensured that all
22 methods and procedures were followed and the dust
23 protection was appropriate and in place. Therefore,
24 if that is the case, then we need a change the methods
25 and procedures. Because if all procedures were

1 followed and it still resulted in this level of
2 potential damage and dust on our equipment, the
3 procedures are not adequate.

4 The problem reoccurred again in Denver, and
5 this problem was in March of 2001, the Denver Main
6 Central Office. And in that time, Eschelon's cage was
7 accessed without Eschelon authorization or knowledge
8 in trying to alleviate the situation.

9 Again, we escalated it. And Qwest would not
10 expose its own equipment to such conditions. And we
11 feel that it is not appropriate for them to expose
12 CLEC equipment to that level of potential damage.

13 Again, in June of 2002, Qwest construction
14 project in Scottsdale Thunderbird in Arizona also
15 allowed for dust on our equipment. Although the dust
16 levels are not quite as impressive from a picture
17 perspective, there was definitely dust there, required
18 cleaning. And also again the procedures are not
19 adequate to protect our equipment.

20 MS. CLAUSON: I would add that as part of
21 E-19 is a change request that Eschelon submitted in
22 February of 2002 relating to this issue. And the June
23 2002 example that Lynne just referred to in the
24 Scottsdale Thunderbird in Arizona occurred after the
25 new procedures were put in place. So we have tried

1 through various means to address this issue.

2 Paul, could you describe some of the measures
3 that could have been taken in Scottsdale Thunderbird
4 in Arizona that were not.

5 MR. HANSER: Measures that could have been
6 taken. Yes. What we would have expected to see would
7 be that our equipment would be enclosed in plastic
8 with air conditioning forced into the plastic to keep
9 the equipment cool. That was one of the things that
10 was missing that should have taken place in all three
11 of these instances.

12 In the two really bad ones, which were in
13 Colorado and here in Orchard in Minnesota, there was
14 no cleaning mechanism for people walking through the
15 building to clean their feet. The doors were left
16 open. We start talking about I know the break-in that
17 we had in Colorado, no one -- we paid for security.
18 No one gave us the courtesy of even calling us to ask
19 to enter our cage. We would have given them access to
20 the cage. Within the cage, they installed water pipes
21 that came over our equipment, which jeopardized it.
22 On the floor, it was -- again, in Colorado, it was the
23 floor was caked up with dry drywall dust. There were
24 copper shavings all over the place. Again, you never
25 install water over electronic equipment. And that was

1 in violation. So there has to be better quality
2 construction drawing evaluations or evaluation process
3 of what they're trying to do.

4 With the instance here in Minnesota, I think
5 most of the -- enclosing the equipment again in
6 plastic, forcing cool air. People that enter the
7 space have some way of cleaning their feet off
8 electrostatically. They did have that in Arizona. It
9 did not keep it totally clean, but it was better than
10 what we saw in Minneapolis. So that's just a few of
11 the things I think they should have done.

12 MS. CLAUSON: Thank you, Paul.

13 I'll add a couple of things. In E-19,
14 there's a letter dated March 21st, 2001, which
15 explains what Paul Hanser referred to as a break-in.
16 A Qwest-approved contractor removed the pins securing
17 Eschelon's collocation cage to gain access instead of
18 simply asking Eschelon for access.

19 In the most recent example, although we are
20 glad that the dust wasn't as bad as the previous
21 examples, we do attribute that to our monitoring it
22 because we're sensitive to this problem and catching
23 it early before it could have gone to that extent.
24 And that was on our part as opposed to Qwest putting
25 up plastic and taking those measures that would have

1 prevented the issue even after the new procedures were
2 put in place.

3 MS. POWERS: Okay. Next is --

4 MR. HANSER: This is Paul once again. I do
5 have another comment.

6 In Denver, thinking more about the
7 corrections to the problem, I went out personally and
8 saw that location, and I talked to the site manager,
9 and I asked him, what's it going to take to keep our
10 site clean, our collocation clean. And his general
11 comment was, they replaced my good people with new
12 people, untrained people, to give me more work, and
13 now they expect me to monitor the construction within
14 this whole building. So that there is a whole process
15 right there that needs to be cleaned up.

16 MS. CLAUSON: Thank you, Paul.

17 MS. POWERS: The next issue is providing
18 timely APOT information. And most of these issues
19 from this point forward on collocation/interconnection
20 as Karen spoke of yesterday, we have been in a process
21 of trying to negotiate and work off of the SGAT with
22 Qwest and have started with collocation and
23 interconnection. So we are at a point here where
24 we -- because we've started that, and, again, we have
25 been involved in the last year and a half or more of

1 proceedings, but with these, we are able to provide
2 you with suggested language for the SGAT, so we'd like
3 consideration of this language.

4 On this issue, providing timely APOT
5 information, Qwest provides preliminary but not final
6 alternative point of termination or APOT information
7 15 days before the ready for service date of a
8 collocation.

9 We have found that by tying -- and Qwest does
10 allow us to place orders against that preliminary APOT
11 information, but routinely, that preliminary
12 information changes. They state that it's final, but
13 we find it to be preliminary, and it changes.

14 Eschelon has asked Qwest to develop a process
15 to provide CLECs with final APOT information 15 days
16 before ready for service. Therefore, it would allow
17 us to actually use the collocation space at the ready
18 for service date. To date, because that information
19 is not final, we can't use it at the ready for service
20 date. And we have suggested a new provision should be
21 added to the SGAT at 8.4.1.2.1. And I won't read
22 that, but that is listed there, and that would give a
23 suggestion for the SGAT that would alleviate this
24 issue.

25 MS. SCOTT: Lynne, could I just suggest that

1 Qwest look at this language over the lunch hour as a
2 take-back and get back to us and let us know your
3 thoughts.

4 MR. CRAIN: We certainly will.

5 MS. POWERS: And just to let you know, we
6 have been negotiating this with Linda Miles, and all
7 of these have been denied by Qwest to date.

8 Collocation quote preparation fee is the next
9 item. Qwest charges this fee when a CLEC makes an
10 initial request for caged collocation space in Qwest
11 premises. But it also charges this fee when we make a
12 minor change later. And for an instance, one example
13 of this is we requested a decrease in DC power. And
14 Qwest has stated that the quote preparation fee would
15 need to reapply again at the full cost.

16 And it is our stance that Qwest should not be
17 permitted to charge that level of fee and that the fee
18 should be cost-based for the amount of work that we're
19 requesting. And, again, we feel that Qwest's SGAT
20 should be amended to state that Qwest will only charge
21 a cost-based fee for augments and changes to
22 collocation orders.

23 Reduction in power is the next issue. Qwest
24 has taken a position that Eschelon needs to sign a
25 contract amendment to simply terminate unwanted power

1 to the collocation space. So essentially, we have
2 overpower in our collocations. We would like to
3 reduce that. And rather than being able to do that
4 quickly, we are asked to go through an amendment
5 process to amend our interconnection agreement. It's
6 a simple database change. It should not require
7 either a contract amendment or a charge.

8 Next item is material changes to collocation
9 order. Qwest's SGAT at Section 8.4.1.2 defines
10 material changes to a collocation order as those
11 changes that would impair Qwest's ability to meet
12 applicable intervals and would require Qwest to incur
13 financial penalties.

14 This language is subjective, and it gives
15 Qwest unlimited authority to decide what constitutes a
16 material change. The definition of material change
17 should be objective and should be added to the SGAT.

18 MS. CLAUSON: Ellen or Paul, do you have an
19 example that Qwest claims is material that we do not
20 believe is material?

21 MR. HANSER: I think the power -- Paul
22 Hanser. I think the power is a good example where we
23 want to remove something that's not in use today, the
24 fuses are not even installed in the BDFCs where the
25 power terminates into Qwest, and all we want to do is

1 turn it back over to Qwest. Right now, we're in the
2 process of getting quotations for that throughout our
3 six markets and through the escalated application fee.

4 MS. CLAUSON: Thank you.

5 I think we'll move on now to timely
6 assignment of collocation space.

7 MS. POWERS: On that subject, Eschelon has
8 experienced actually here in Arizona where we had
9 observed a collocation space adjacent to Eschelon's
10 equipment that was open and had not been in use for
11 some months. We wished to have that space. We made
12 that known to Qwest. Because we observed it. But
13 what our observation is that we need a policy or a
14 process where CLECs are given timely notice of space
15 availability such that they can act upon that
16 availability and express their interest. It so
17 happened to be that we knew about this one because we
18 saw it. So, again, Qwest should have a process in
19 place for timely reassignment of reclaimed collocation
20 space for these situations.

21 In addition, Qwest has also charged Eschelon
22 SGAT rates. When we did actually get this space,
23 Qwest charged Eschelon SGAT rates for cageless
24 collocation space in the amount of approximately
25 \$53,000. Eschelon has not opted into the SGAT in

1 Arizona, but Qwest insisted on charging Eschelon SGAT
2 rates. And we believe that the cageless space
3 required little preparation since it had already been
4 in use by another CLEC and required just essentially
5 to run power and provide APOTs to the space and that
6 the charge of 53,000 is overcharging the CLEC in this
7 case or Eschelon in this case.

8 MR. CRAIN: Can I ask you a question on that.
9 So did you have in your contract prices for cageless
10 collocation?

11 MS. CLAUSON: Yes.

12 MR. CRAIN: So there's a specific price for
13 cageless collocation in your contract?

14 MS. CLAUSON: Ellen, do you want to address
15 that?

16 MS. GAVIN: Yes, Karen. Actually what we
17 were quoted is the SGAT price for the cageless
18 collocation. And we have not adopted the SGAT. And
19 what we were comparing that price to is what we paid
20 for an earlier cageless collocation under our
21 contract.

22 MS. CLAUSON: An earlier collocation space in
23 Arizona under the contract.

24 MR. CRAIN: So you've got a specific price in
25 your Exhibit A to your agreement for cageless

1 collocation?

2 MS. GAVIN: My understanding is -- and, Paul,
3 please correct me if I'm wrong -- that the price for
4 the cageless collocation is comprised of several
5 elements, one of which is ICB, but the rest are not.
6 And what we used as a comparison for the ICB portion
7 is the same price as we got for ICB for our previous
8 collocations that we had done.

9 Is that correct, Paul?

10 MR. HANSER: That's correct.

11 MR. CRAIN: And so is the issue the price of
12 the ICB?

13 MS. CLAUSON: The issue is twofold. The fact
14 that we didn't find out about the space. We had to
15 kind of fight to get it. And then once we got it,
16 they charged us rates that are SGAT rates even though
17 there are contract rates. It doesn't say, this is
18 your ICB under your contract rates. It specifically
19 says in the rates that Qwest gave us, these are SGAT
20 rates, even though we've not opted in and even though
21 Qwest has previously been able to interpret our
22 contract in a way for another space that gave us
23 contract rates for cageless collocation that were
24 lower than what they've charged us now under the SGAT.

25 MR. CRAIN: So let's say there are four

1 rates. One of them is ICB, and you have specific
2 rates for the other three. Are you saying that you
3 were charged the wrong rates for the other three, or
4 is it the ICB that you're complaining about?

5 MS. GAVIN: My understanding is that the
6 other three rates are different, the pricing for it is
7 different than -- the current pricing is different
8 than what we had before when we were charged under our
9 contract.

10 And can you give an example of that, Paul, of
11 one of these three?

12 MR. HANSER: If you just look at the --

13 MS. GAVIN: We shouldn't get specific. We do
14 have three other elements, and the pricing for the
15 elements under what we were given as an SGAT price are
16 different prices than what were given under our
17 contract.

18 MS. CLAUSON: In other words, it's not
19 limited to the ICB.

20 MR. HANSER: Let me elaborate on some of the
21 other problems with the quote that we got. We asked
22 for two bays. They quoted three bays. They
23 include -- normally they include in past experiences
24 we bought DC power separately from the bays. In this
25 quote, they have lumped bays and power together. They

1 have significantly changed the way we order cables.

2 For an example, today there are four line
3 items, and previously there was one line item for
4 cable. In all cases, the pricing for that has gone up
5 pretty significantly.

6 MS. CLAUSON: Paul, this is Karen. I have a
7 question. When you say they changed the way we
8 ordered it, is the form different, the ordering form,
9 or how was that change --

10 MR. HANSER: It's the line items on the form.

11 MS. CLAUSON: And we are unaware of a change
12 request by Qwest or a notice changing the process for
13 ordering, which that would be a CLEC-impacting change
14 that should be noticed by CMP?

15 MR. HANSER: Right, that's correct.

16 MS. CLAUSON: Maureen Scott from the Staff
17 has a question for you, Paul.

18 MS. SCOTT: What part of the charges were
19 ICB?

20 MS. CLAUSON: She asked, what part of the
21 charges are ICB?

22 MR. HANSER: The additional bay.

23 MS. CLAUSON: The additional bay?

24 MR. HANSER: Yes.

25 MS. CLAUSON: Was ICB.

1 MS. SCOTT: And when did this occur?

2 MS. CLAUSON: When did this occur?

3 MR. HANSER: The date -- May 16th, 2002.

4 MR. PAPPAS: Is this caged or cageless?

5 MS. CLAUSON: Cageless.

6 MR. HANSER: The date for the other one was
7 last year.

8 MS. CLAUSON: The date for the old one, you
9 mean the previous contract pricing?

10 MR. HANSER: The previous contract pricing
11 was last year.

12 MS. CLAUSON: Last year. And this was recent
13 for the pricing, but do you know the date or the
14 approximate time frame for the \$53,000 SGAT quote?

15 MR. HANSER: The \$53,000 SGAT quote was May
16 16th, 2002.

17 MS. CLAUSON: Thank you.

18 MR. BELLINGER: How much difference would
19 there be in what you expected?

20 MS. CLAUSON: How much difference is the
21 \$53,000, Paul, than what you would have expected for
22 this collocation space?

23 MR. HANSER: We would have expected somewhere
24 around 35 or \$36,000 for the space. And if I can
25 elaborate a little more about the space. It's a space

1 that we claimed from Prism. Cable racking was already
2 there. This is a cageless site adjacent to our
3 existing bays. Essentially no build-out whatsoever
4 other than building power and APOT, 1,100 DS0 pairs
5 over to this space. And just for the space alone, the
6 standard configuration, that came out to \$29,953,
7 which is also I think is a bit excessive, considering
8 that Qwest really had to do almost nothing.

9 MS. CLAUSON: And our comment on that is
10 simply we're using the old contract rates. The new
11 ones are not in effect. And so we think that rate is
12 excessive, but it is the old contract rate. So when
13 he said what we would expect, what we would expect
14 under the contract.

15 MS. SCOTT: And I would just like to make a
16 point because I was involved in the Commission's
17 wholesale pricing docket here. And the wholesale
18 pricing docket concluded, and the final order was
19 issued I believe in May or June. And in that docket,
20 I know Qwest did take a lot of ICB prices and at the
21 request of the Commission and other parties
22 established fixed rates in that docket.

23 MS. CLAUSON: As of when?

24 MS. SCOTT: I don't have the final order with
25 me, but I can get the date that it was signed.

1 MS. CLAUSON: This is a debate we've been
2 having with Qwest is, when are those rates effective.
3 The SGAT in Arizona to our knowledge has not been
4 updated to reflect the new rates, and we are not
5 seeing the new rates yet. So we definitely are
6 interested in knowing the effective date if you at
7 some point learn it.

8 More questions on this one or move on?

9 MR. BELLINGER: Move on.

10 MR. PAPPAS: Just one quick one. What bay
11 configuration was it? How many bays?

12 MS. CLAUSON: Paul, what bay configuration?

13 MR. HANSER: We requested two bays. And keep
14 in mind, these are not racks of equipment. That is
15 just blank space with nothing sitting in those spaces
16 other than our and our APOT.

17 MR. PAPPAS: Thank you.

18 MS. POWERS: Adjacent off-site collocation is
19 the next issue. Qwest's SGAT does not provide for
20 adjacent off-site collocation. The FCC has made that
21 a requirement. Qwest refuses to provide Eschelon with
22 adjacent off-site collocation. We have suggested
23 language for Section 8.1.1.6 of the SGAT.

24 MS. CLAUSON: Before you move on, we'll just
25 point out as it does in these materials that this is a

1 type of collocation offered by SWBT. We believe that
2 the FCC has said that if another ILEC offers another
3 type of collocation, another ILEC must also offer it
4 unless it's not technically feasible. Therefore,
5 we've asked for it under that rationale.

6 MS. SCOTT: Andy, I would renew the request
7 that where we come across specific language they
8 propose --

9 MR. CRAIN: I've got it written down. We'll
10 look at it over lunch.

11 MR. BELLINGER: When you say the FCC ordered
12 it, you're referring to their --

13 MS. CLAUSON: The FCC has not addressed this
14 particular issue. They've articulated a more general
15 principle that if you get it somewhere, you should get
16 it elsewhere.

17 MS. POWERS: The next item is ICDF
18 collocation. Qwest's SGAT does not provide for
19 interconnection or LIS trunking at the ICDF. And we
20 have suggested language for the first section of
21 8.2.5.1 regarding the availability of interconnection
22 at the ICDF collocation.

23 Next item is unforecasted collocation
24 intervals. Eschelon objects to Qwest providing CLECs
25 with a collocation interval in excess of 90 days for

1 unforecasted collocation when facilities are
2 available.

3 MS. CLAUSON: With respect to that last one,
4 we also have Exhibit E-14, which is an exchange of
5 e-mails between Paul Hanser of Eschelon and Linda
6 Miles of Qwest. And in paragraph 4, she reiterates
7 her position that unforecasted collocation
8 intervals -- that their position on this issue remains
9 unchanged.

10 We do note in our Exhibit E-18 that it does
11 appear from the Arizona SGAT that Qwest has changed
12 its position on this issue. So what we would like
13 with respect to this issue is to get a confirmation of
14 that and whether Qwest is going to offer that to
15 Eschelon as well. We have -- our experience with this
16 interconnection agreement negotiations is Qwest says,
17 we want a multistate contract. We want interface to
18 be as consistent as possible. But when a ruling is in
19 their favor on an issue, they say, except for that
20 state. But if a ruling goes the other way in that
21 state, we have to find that ourselves and bring it to
22 them before they'll say, oh, okay, we'll give you
23 that. And this is one of those examples.

24 So we do want to know, because Linda Miles is
25 taking one position and it looks to us that Section

1 8.4.3.4.3 gives what we want, whether Qwest is
2 agreeing -- is revising its position now despite what
3 Linda Miles has told us.

4 MR. CRAIN: Are you saying that's in the
5 Arizona SGAT and we won't allow you to add that for
6 Arizona?

7 MS. CLAUSON: Right. In our negotiations
8 we've asked for this, and we have been told, no, you
9 can't have it. And that's in the exhibit that I
10 referred to from Linda Miles. If you look at
11 paragraph 4, we describe this issue in Paul Hanser's
12 e-mail. Linda responds and says no.

13 MR. CRAIN: We'll look at that over lunch.

14 MS. CLAUSON: Thanks. And that's what we're
15 asking for, is an answer.

16 MS. POWERS: Moving on to interconnection,
17 which is the next page. And the first item there,
18 actually items 1 and 2 are somewhere related. Paying
19 of transit charges on Qwest intraLATA toll calls.
20 Qwest's SGAT defines transit traffic as local and
21 exchange access. And our belief is that transit
22 charges should apply to local traffic only.
23 Essentially, by applying transit charges to toll
24 traffic is allowing for double recovery for Qwest
25 where they're actually recovering access charges to

1 interexchange carriers for the toll calls and also
2 trying to recover transit charges for the same to the
3 CLEC.

4 We've suggested that the last section of
5 7.2.2.3.1 should be deleted and the second to last
6 sentence should be changed to what we've suggested
7 here.

8 The intraLATA toll transit is paragraph 2.
9 And, again, Qwest itself may be the intraLATA toll
10 carrier, yet Qwest seeks to charge local carriers
11 access charges simply because the call transits its
12 network. And, again, Section 7.3.7.2 should be
13 deleted.

14 Signaling parameters is the next item. Qwest
15 proposes to charge CLECs switched access if the CLEC
16 fails to provide CPN or calling party number for local
17 traffic. CLEC should not be charged switched access
18 charges for local traffic whether or not a call record
19 contains CPN. The two issues are unrelated, and we're
20 not clear on Qwest's logic for this. Access charges
21 cannot be legally charged for local traffic is the
22 fact of the matter. Qwest proposes to charge or not
23 charge access based on the provision of CPN, not on
24 whether the call is toll or local.

25 Again, we have a suggestion for Section 7.3.8

1 and have a new sentence for the third sentence in that
2 paragraph. And it would result in the use of separate
3 trunk groups that would ensure the proper charges for
4 toll and local calls.

5 The next item is paying for Category 11
6 records. Eschelon believes that Qwest should bill at
7 a cost -- bill cost-based rates and only charge for
8 records that a CLEC is able to use to bill customers.

9 Our suggested language for SGAT Section 4
10 would require that the word "billable" be put in front
11 of the records and say that Qwest would charge for
12 billable records only.

13 Actual and assumed mileage --

14 MR. MORRISETTE: Lynne, could I interrupt.
15 On the Category 11 records, there's one other issue.
16 And it's my understanding that in the recent cost
17 docket that Qwest had proposed a rate element for the
18 Category 11 records but that that rate element was --
19 or that it was taken out by Qwest and it was not
20 included in the final cost docket or the final
21 Commission order. So I think we need to clarify that
22 to the extent the Commission has not established a
23 price for the Category 11 records, the CLEC would not
24 be billed for those Category 11 records and that
25 they'd only be billed Commission-approved rates.

1 MS. POWERS: Thank you, Garth.

2 Actual and assumed mileage is the next issue.
3 Currently, the SGAT states that Qwest will charge the
4 applicable LIS tandem switching and tandem
5 transmission rates at an assumed mileage rate. We
6 propose that that should be actual versus assumed.
7 Eschelon has attempted to negotiate actual mileage
8 rates in our interconnection agreement, and Qwest has
9 refused to put that in.

10 Eschelon believes that CLECs should have the
11 right to pay for the actual miles traveled, not
12 assumed. And, for instance, if Qwest is using average
13 miles for an entire state, CLECs whose territory do
14 not cover the entire state and perhaps only covers the
15 metropolitan area would be paying an incorrect or
16 higher rate. We have suggested language changes for
17 Section 7.3.7.1.

18 MR. BELLINGER: Your first paragraph
19 references different sections.

20 MS. POWERS: Ellen, on Section 5, actual
21 versus assumed mileage, the first paragraph references
22 Section 7.2 versus the language suggestion referencing
23 7.3. Is that a typo?

24 MS. GAVIN: Yes, it is, and I'll check to see
25 which one should be -- I don't know which one it

1 should be. That is a typo.

2 MS. POWERS: Thank you. Good eyes.

3 Tandem failure. Did you want to make a
4 comment?

5 MS. CLAUSON: Yes. We did our take-back on
6 the tandem failure events, which was to get the
7 notification that was sent out of the tandem failure.
8 And I have showed these to Andy Crain, and he said
9 even though they're marked privileged and
10 confidential, I can discuss them. Correct, Andy?

11 MR. CRAIN: Yes.

12 MS. CLAUSON: We did confirm, and we have
13 here for anyone who would like a copy. You can pass
14 these around. And the tandem notification that went
15 out, these happen to be two examples from Utah. Are
16 labeled at the bottom confidential information and/or
17 proprietary information notice. And there's a
18 paragraph that follows that. "This information is
19 confidential and/or proprietary to Qwest
20 Communications, Inc. Any use of this information by
21 recipient shall adhere to and conform with the
22 Nondisclosure/Confidentiality terms and conditions of
23 the Interconnection Agreement" -- and it goes on with
24 some other language.

25 So this is the notification that we were

1 describing yesterday that does not contain
2 confidential information. There are some CLLI codes,
3 but you can find those on the Web site. The
4 information that's on here is a note: No calls
5 passing through tandem switch - tech support working
6 issue. That's something that you could tell them over
7 the phone, and it is also not confidential again
8 because Qwest can tell its own customers that. This
9 failure is affecting them as well.

10 And so this is the language we've asked be
11 removed or we be given a version of this without that
12 language, particularly in those situations where the
13 end-user customer has received information --
14 misinformation and wants verification not just from us
15 but through Qwest that this was a Qwest tandem
16 failure.

17 And, Andy, have you got a response?

18 MR. CRAIN: No, and we need to address that.
19 I don't know where our witness is on that point.

20 MS. CLAUSON: So that could be your
21 take-back. How's that?

22 MR. CRAIN: That's fine.

23 MS. CLAUSON: But I did want to say that we
24 did complete that.

25 There were some other take-backs from

1 yesterday, but they were Qwest's, so I assume they'll
2 do that as part of their presentation.

3 MR. CRAIN: Yes.

4 MS. GAVIN: Karen, I wanted to let you know
5 that under interconnection issue No. 5 that the
6 section number should be 7.3.7.1.

7 MS. CLAUSON: 7.3.7.1?

8 MS. GAVIN: Correct. To replace 7.2.7.1.

9 MS. CLAUSON: So we will make -- we would
10 like E-18 to be noted that it is corrected that
11 paragraph 5 on page 7 of E-18 should read in the first
12 sentence of paragraph 5, Section 7.3.7.1.

13 MS. GAVIN: Yes, thank you.

14 MS. CLAUSON: Thank you for catching that
15 typo.

16 Those were the issues that we wanted to raise
17 with respect to collocation and interconnection.

18 MR. BELLINGER: Okay.

19 MR. WOLTERS: Andy, do you know when Qwest is
20 going to file a revised SGAT with the new rates that
21 came out in June in Arizona?

22 MR. CRAIN: No, we can find out.

23 MR. WOLTERS: Because my understanding is the
24 rates are effective immediately, effective the date of
25 the order.

1 MR. CRAIN: And I'll find out. I don't know
2 anything about that.

3 MR. WOLTERS: Thanks.

4 MR. BELLINGER: So that's your issues?

5 MS. CLAUSON: Those are the issues that we
6 brought here today. Thank you.

7 MR. BELLINGER: Thank you.

8 So, Qwest, are we ready for your
9 presentation?

10 MR. CRAIN: I think we are.

11 MS. GAVIN: This is Ellen Gavin from
12 Eschelon. We couldn't hear very well there. Did
13 someone state when the new rates in Arizona are
14 effective?

15 MS. CLAUSON: Andy Crain from Qwest is going
16 to check when the SGAT will be revised. Rick Wolters
17 from AT&T said he believes they went into effect, but
18 we're going to get some confirmation on that.

19 Could we have a two-minute break?

20 MR. BELLINGER: Do you want to take a
21 five-minute break before you start?

22 MR. CRAIN: That would be fine.

23 (Recess taken.)

24 MR. BELLINGER: If we can -- Andy, are you
25 ready?

1 MR. CRAIN: Yes. I guess we have an issue to
2 address at the start.

3 Eschelon provided their report cards in this.
4 To respond to that, we'd like to at least get the
5 Staff the Eschelon-specific performance results for --
6 that we publish every month, and these would be the
7 June results. But those are confidential, and
8 probably we should address if we just provide those to
9 the Staff or if we provide them to all parties who
10 have signed confidentiality agreements.

11 MS. CLAUSON: For June, did you say?

12 MR. CRAIN: Yes.

13 MS. CLAUSON: So this is one that we haven't
14 been provided the detail ourselves yet or even seen.
15 We have the April and May in aggregate, and we haven't
16 received any detail for April or May and haven't
17 receive the June.

18 MR. WILLIAMS: I believe they've got access
19 to that. I don't recall the status of how you get
20 yours specifically, but it's been available for over a
21 week to all CLECs for their individual result.

22 MS. POWERS: Is the detail available on the
23 Web or --

24 MR. WILLIAMS: What we're providing is what
25 I'm saying is available.

1 MS. POWERS: What we're asking, is the detail
2 behind the summary available?

3 MR. CRAIN: The summary is what -- our
4 results is what you're calling a summary?

5 MS. POWERS: Yes.

6 MR. CRAIN: The published results.

7 MS. CLAUSON: Garth, are you still on the
8 line?

9 MR. MORRISETTE: Yes, I am, Karen.

10 MS. CLAUSON: Andy, will you state the
11 question. And, Garth, listen to it and see what
12 they're asking first. Do you want to put our results
13 in the record? Is that what you're asking?

14 MR. CRAIN: Yes. We want to put the
15 Eschelon-specific published results on the record in a
16 confidential format.

17 MS. CLAUSON: In confidential format. You're
18 going to mark them confidential.

19 Garth, what do you think of that procedure?

20 MR. MORRISETTE: Well, that is the -- that's
21 the aggregate results you're talking about as opposed
22 to the detailed results? The detail raw data?

23 MR. CRAIN: It's not the detail raw data.

24 MR. BELLINGER: It's not the customers.

25 MR. CRAIN: Probably the one thing you might

1 be concerned about is the numbers, denominators,
2 numerators.

3 MR. MORRISETTE: Right, the volume. Is there
4 any way to redact the volumes and just show the
5 percentages? I don't think we have a problem showing
6 the percentages, and that's the kind of information we
7 provided in our report card, is the percentages.

8 MR. WILLIAMS: That would make it
9 non-confidential. The confidential part is the
10 volumes.

11 MR. BELLINGER: I thought the CLEC results
12 were also confidential.

13 MR. WILLIAMS: That's what makes them
14 confidential.

15 MR. WOLTERS: Well, AT&T has no interest in
16 seeing Eschelon's results. If you want to mark them
17 super secret highly confidential and just provide them
18 to Staff and Eschelon, that's fine.

19 MS. SCOTT: There is a highly confidential
20 category, not a super secret one.

21 MR. WOLTERS: We don't need a copy is what
22 I'm saying.

23 MS. CLAUSON: And then for the record, if
24 you're talking about them rather than put the record
25 in the number, put in the percentage.

1 MR. CRAIN: We'll call these highly
2 confidential and give a copy to the Staff.

3 MS. CLAUSON: That's fine.

4 MR. CRAIN: So we don't need all these
5 copies.

6 MS. CLAUSON: And that procedure assumes that
7 even though other CLECs who weren't here and didn't
8 say what Rick said, they still only get the public
9 portion, correct?

10 MS. SCOTT: Right.

11 MS. CLAUSON: Thank you.

12 MR. WOLTERS: I don't know if there is going
13 to be a public portion. I just thought you were going
14 to give the results to them as a highly confidential
15 exhibit, and whatever you discuss on the record will
16 be part of the public record.

17 MR. CRAIN: And we will not mention any
18 volumes or anything when we discuss it on the record.

19 MS. CLAUSON: Can you e-mail this to someone
20 at Eschelon so they could know -- so Garth can see it
21 online?

22 MR. CRAIN: Mike, are you online to e-mail
23 this?

24 MR. WILLIAMS: Yes, I could.

25 MR. MORRISETTE: This is Garth Morrisette.

1 We do have the aggregate results that were published
2 June 24th, and it's data through May. We don't have
3 the June published report.

4 MS. CLAUSON: Is my computer up there so if
5 they e-mailed it to my address, you would get it?

6 MS. GAVIN: Why don't you send it to Bill
7 Markert's address. We know that's up.

8 (Discussion off the record.)

9 MS. GAVIN: Karen, can you tell us when that
10 material's being sent?

11 MS. CLAUSON: I think it's being sent right
12 now. He's online in the room.

13 MS. SCOTT: Karen, can RUCO have a copy of
14 it?

15 MS. CLAUSON: Yes, it would be the
16 confidentiality designation.

17 MS. SCOTT: It would be treated as highly
18 confidential.

19 MS. CLAUSON: RUCO would like a copy as well.

20 MR. CRAIN: Do they get a copy?

21 MS. POZEFSKY: I've signed a protective order
22 in the 271.

23 MR. CRAIN: And, Beth, do you know if the
24 highly confidential allows RUCO to see CLEC data?

25 MS. POZEFSKY: I don't know if I signed two

1 of them. I recall signing one, and I don't know when
2 that was.

3 (Discussion off the record.)

4 MS. SCOTT: Andy, Eschelon said that they're
5 fine with it, and Dan will sign an Attachment A to the
6 protective order.

7 MR. CRAIN: As long as you're fine with it,
8 we're fine.

9 MR. WILLIAMS: And the e-mail has been sent.

10 MS. GAVIN: Thank you.

11 MR. BELLINGER: Do you want to mark this as
12 an exhibit?

13 MR. CRAIN: I suppose it's Qwest Exhibit 1.

14 MR. BELLINGER: Qwest 1.

15 MR. CRAIN: Qwest super highly secret.

16 MR. BELLINGER: Tom, did you say you had a
17 procedural question?

18 MR. DIXON: Andy, is it possible to have
19 these e-mailed to parties to the extent you have soft
20 copies?

21 MR. CRAIN: Yes.

22 MR. DIXON: On the ones you have soft copies.
23 I'm just wondering if that could be done, that would
24 be helpful to me on the phone, and presumably Liz
25 Balvin or anyone else on the phone would love to see

1 them as we go.

2 MR. CRAIN: And to the extent we have them,
3 we will e-mail them. Obviously, you don't get the
4 first one.

5 MR. DIXON: I understand obviously at your
6 convenience. Any filings would be helpful.

7 MR. CRAIN: Thanks.

8 MS. SCOTT: And Cap Gemini has also requested
9 a copy. And they have signed the protective order, so
10 I assume parties would not have a problem with their
11 looking at the results.

12 MR. CRAIN: We certainly don't have an
13 objection. This is your data.

14 MS. CLAUSON: The highly confidential
15 designation applies to them as well, so they can't --

16 MS. SCOTT: Yes.

17 MS. CLAUSON: Okay.

18 (Discussion off the record.)

19 MR. BELLINGER: Mike, we're ready.

20 MR. WILLIAMS: This is Mike Williams. I'll
21 address issues related to performance measurements and
22 focusing around Eschelon's report card and mainly in
23 two areas highlighting differences between the PIDs
24 that the Arizona collaborative has developed and Qwest
25 has reported and also discussing the results that come

1 from that.

2 It was mentioned before we seem to have an
3 issue of dueling results or dueling numbers, and
4 that's certainly going to be the case anytime you have
5 different sources of numbers. We understand that the
6 collaborative effort that we've gone through for the
7 past three years has been for the purpose of
8 addressing this issue and coming to a common
9 foundation of what should be measured and how it
10 should be measured and then ensuring that the party
11 responsible for producing those measurements, in this
12 case Qwest, is doing it right and is held to that.
13 And that process or those that have followed this know
14 that that has been extensive, probably more extensive
15 than any in the industry to date.

16 And the conclusion that has been rendered
17 really by everyone that has looked at our measurements
18 has concluded that they are reliable and accurate.
19 And further, we recognize we're in a dynamic operating
20 environment. Going forward, there are in place or
21 will be provisions that will continue to ensure that,
22 both through Performance Assurance Plans, where in
23 every one of them there's opportunity for data
24 reconciliation and auditing as well as penalties that
25 relate to not only the missed performance but if an

1 error in the data results to -- affects a payment,
2 then there's a penalty associated with that as well.

3 So there are plenty of provisions in place to
4 address this issue. And what we see is that we now
5 have that common foundation. We have a basis to rely.
6 In fact, it allows all CLECs, large and small, with
7 lots of resources or without resources, to look to
8 this collaboratively developed, independently
9 developed source of information and use that as the
10 basis for looking at service. Because that's what
11 we're all looking at now, service quality. To do
12 that, you have to start with the data, and sometimes
13 you end up with the data, too. But that's what you
14 have to do to have a reasonable and efficient effort
15 to address service quality.

16 So first, looking at the PIDs and looking at
17 the Eschelon report card, we have nine measurements
18 that are on the report card. I don't remember the
19 exhibit number of that. Was it E-1?

20 MS. SCOTT: It's E-5.

21 MR. WILLIAMS: And then I'll also be
22 referring to Qwest-1 a little later.

23 I would note that just overall, what you see
24 here in terms of the purpose and the description are
25 something that is a starting point for what Qwest

1 measures under the collaboratively developed PIDs.
2 There's also been provided some formulas, and I would
3 note that generally the formulas sound similar to what
4 Qwest's PIDs measure. But where you get into the
5 differences and where the details matter is in things
6 like what should be included, what should be excluded,
7 what has been -- how do you define the starting point
8 and the ending point.

9 What we found -- well, let me first before I
10 say that indicate that, for example, Qwest's PIDs are
11 clearly focused on inward activity only. They are
12 focused on a specific set of rules that were even
13 further refined during the test and the audits
14 relating to application dates, completion dates, what
15 those dates mean because you can get different
16 variations that can cause different results if you
17 don't be precise about that. Things like do you count
18 Saturday as a business day. How do you handle
19 Sundays. How about holidays. Calendar days versus
20 business days. All of those kinds of concepts make a
21 big difference. And what makes it difficult to try to
22 respond to what differences you may see in Qwest's
23 results versus what Eschelon reports are those kinds
24 of differences that aren't clear.

25 Among those are the rules for what month you

1 even report a result in. And the data reconciliation
2 effort found one of the common reasons for there to be
3 a difference between what a CLEC saw and what Qwest
4 saw was what month did they report it in. And Qwest
5 uses the date upon which the order or transaction was
6 completed in our service order processor as an
7 example. And the CLEC may not and probably doesn't
8 have access to that information. So there are some
9 things -- in fact, Cap Gemini Ernst & Young pointed
10 out during one of the final workshops the specific
11 areas which Pseudo-CLEC could not have known certain
12 data fields because they're just not privy to that.
13 That's why we had the third party collaborative to
14 ensure that Qwest is doing it right.

15 Other differences are in detail a lot of
16 exclusions that our PIDs specify which are not
17 specified for Eschelon. There's a whole number of
18 them which you can see in the PID document that
19 defines measurements. And each one of those can
20 create a lot of points for differences, depending on
21 how people interpret those. Ours have been
22 interpreted and audited to demonstrate that what we
23 have done is appropriate to the PID and to the intent
24 of what the PID is measuring.

25 A couple of things about the data

1 reconciliation that just says it's not unusual to see
2 differences. And, in fact, in the Liberty
3 reconciliation, which included Arizona, Liberty noted
4 that it could understand easily why a CLEC would
5 perceive a difference just because of things that they
6 saw, not that anyone was in error, just that there are
7 inherent and natural differences between CLEC systems
8 and the data fields they capture and Qwest's systems
9 and the data fields that we capture, and it's enough
10 to create differences in measurements.

11 The Liberty audit made a point that the CLEC
12 data was not as reliable as Qwest's, which again would
13 be understandable because ours has gone through an
14 extensive testing and auditing procedure, and the
15 CLECs' data has not.

16 I think I've covered the kind of definitional
17 differences, the kinds of things that might explain
18 generically some of the differences. Let me just now
19 go into looking at some of the results.

20 I was concerned a little bit that Eschelon
21 reported what it characterizes as satisfactory and
22 unsatisfactory based on benchmarks that are -- that it
23 set, which we respect in the sense of serving them as
24 a customer. But in a 271 proceeding, we need to focus
25 on what's the standard for satisfying the 271

1 checklist, and fundamentally it's parity with retail
2 or a specified analog. And where there is not such or
3 where it has been agreed otherwise, then a benchmark
4 that's been specified. And Eschelon's standards are
5 not set on that basis.

6 There was a comment made by Eschelon, I
7 believe it was by Ms. Clauson, to the effect that
8 notwithstanding if standards are not parity, and they
9 acknowledge that, the results or in other words the
10 conclusion of satisfactory or unsatisfactory would be
11 the same as parity. And I take strong issue with
12 that. As I will now point out as we go through some
13 of the results and show that parity and the benchmarks
14 agreed upon by the parties in this collaborative,
15 Qwest is, the vast majority, almost always, almost
16 always meeting the standard.

17 Let's look then at the specifics at -- and
18 I'll just highlight a couple because we don't need to
19 go through each and every one. As I look at E-2,
20 which was pointed out as timeliness of coordinated
21 cutover and Eschelon did not mention that there was
22 not a Qwest measurement for this or that the one that
23 was closer or the process that was applied by Qwest
24 somehow involved a one-hour time frame, which Eschelon
25 said was unreasonable.

1 The problem is they are applying the --
2 apples and oranges. They're applying the wrong time
3 frame to the -- really the wrong performance. They're
4 talking about lift to lay time, which means what
5 period of time the customer is out of service. And I
6 would think an hour would be excessive for a customer
7 who had requested a coordinated cut, meaning that it
8 mattered how long they were out. There may be a
9 customer on the side who they want a service, but it's
10 not critical to them, and so they might not order a
11 coordinated cut or a hot cut.

12 But here we are talking about where it does
13 matter. I would say an hour is too long, but that's
14 not Qwest's process. Qwest does have a measurement,
15 OP-7, which measures the interval from lift to lay,
16 basically, including testing to ensure that it's
17 working. And our average results, as you can see in
18 the exhibit, which -- we turn in Exhibit Qwest 1 to
19 OP-7, which is on page --

20 MS. SCOTT: 57.

21 MR. WILLIAMS: 57. You can see we're always
22 less than four minutes, at least on average, for the
23 volumes indicated. And they're not insignificant
24 volumes. And more recently, three minutes for the
25 last six or seven months. And in June, two minutes on

1 average. Excellent performance by any standard for
2 the time that a customer is actually out of service
3 during a cutover where they ordered a coordinated or a
4 hot cut in this case.

5 The hour I think that they talked about
6 probably came from the concept expressed in OP-13,
7 which is dealing with a window saying, okay, fine, you
8 have this cutover and you're going to keep that lift
9 and lay outage time low, but are you completing the
10 thing in the time window that everybody expects it on
11 that due date. So there, yeah, there's an hour leeway
12 that makes sure that while you're doing this and
13 you're doing it carefully in keeping the outage time
14 low, when you get it done, you're still doing it
15 within the window or within the hour of a window as to
16 when it actually completes. But that's not saying
17 that the customer is out of service for an hour.

18 The other one that I'll just kind of focus on
19 is OP-5 or E-3, the new service installation quality.
20 And here, while OP-5 might be related, let's make no
21 mistake that E-3 --

22 MR. BELLINGER: Mike, comment on your chart.

23 MR. WILLIAMS: Go ahead.

24 MR. BELLINGER: I believe that you've got an
25 error there.

1 MR. WILLIAMS: Which one?

2 MR. BELLINGER: On OP-7. You have two
3 minutes twice. Zero twice.

4 MR. WILLIAMS: I don't see that. Where are
5 you looking? Which month?

6 MR. BOYLES: The vertical legend.

7 MR. WILLIAMS: Interesting. The vertical
8 legend appears to have an interesting anomaly there.
9 I was looking at the actual results which were
10 reported which feed that. It doesn't change what I
11 said.

12 MR. BELLINGER: A quick comment. For
13 example, in April, you were three minutes. That's per
14 unbundled loop?

15 MR. WILLIAMS: Right.

16 MS. POWERS: That's an average?

17 MR. WILLIAMS: That's an average of three
18 minutes in that case per loop cut.

19 MR. BELLINGER: And the way I understand,
20 Eschelon's reporting it as a five-minute interval for
21 the total cut.

22 MR. WILLIAMS: Theirs is also per loop.

23 MR. MORRISETTE: I wanted to clarify. We're
24 not measuring just the lift and lay time. And the
25 report card says lift and lay, but what we mean by

1 that is the entire interval from the start of the lift
2 and lay to the notification. So it's from the frame
3 due time to the notification of completion.

4 MR. WILLIAMS: Which sounds like when it
5 should have started to when it was notified as
6 completed.

7 MR. MORRISETTE: Correct.

8 MR. WILLIAMS: Not necessarily when it
9 actually started versus when the customer was actually
10 back in service.

11 MR. CRAIN: Can I ask a question on that,
12 Garth.

13 MR. MORRISETTE: I stand corrected. We
14 measure the actual.

15 MS. POWERS: And that's what it states.

16 MR. CRAIN: Actual what?

17 MR. MORRISETTE: The actual completion time
18 -- from the actual start time to the actual completion
19 time.

20 MR. CRAIN: So when we call you on a loop,
21 that's when you start, you don't start at the frame
22 due time?

23 MR. MORRISETTE: Correct. And when you
24 notify us that it's complete, that's when we stop the
25 clock.

1 MR. VIVEROS: So in a scenario where you have
2 a cutover that involves four loops, we'll contact you
3 saying we're ready to begin the hot cut.

4 MS. JOHNSON: Correct.

5 MR. VIVEROS: That starts the clock. When
6 you get notice that that entire hot cut has been
7 completed, you attribute -- and let's just say, for
8 example, it took 20 minutes. You attribute 20 minutes
9 to all four of those loops.

10 MS. JOHNSON: That is correct. This is
11 Bonnie Johnson.

12 MR. WILLIAMS: And Qwest's measurement is as
13 specified in the PID, and this has been this way for
14 more than a couple years. The lift time is defined as
15 when Qwest disconnects the existing loop, and the
16 completion time is when Qwest completes the applicable
17 test after connecting the loop to the CLEC.

18 And then this is done in the context of
19 OP-13, which, as I said, incorporates a broader view
20 of now having managed the outage time to a minimum,
21 then OP-13 says, now, over all, how did you do
22 timeliness wise. And that's where the concept of
23 notification comes in and is -- our performance with
24 respect to notifying the CLEC that it's complete.

25 We need -- for OP-13 to qualify it as a

1 satisfactory or a met cut, we need to have received
2 verbal CLEC approval before starting the cut. So, in
3 other words, if we start that cut without approval, it
4 counts as a miss.

5 We need to complete the physical work and
6 appropriate tests, which is pretty much what OP-7
7 measures, in the three or four minutes or two minutes.

8 And then thirdly, we need to complete the
9 Qwest portion of any associated L&P orders and,
10 finally, call the CLEC with the completion information
11 all within one hour of the agreed-upon window.

12 So that's understanding you've got a due
13 date. You're managing that cut so that will minimize
14 down time. Now, to get the whole thing completed
15 within an hour on that date that you said you would.

16 MR. CRAIN: Can I ask a question on the
17 Eschelon numbers. I guess I'm starting to understand
18 a little more, but I might be confused.

19 You count from the time -- if you say you
20 have an average of four and a half loops per order.
21 So you count from the time we call you -- and let's
22 say it's four. And then you have to do the four. And
23 you count the amount of time it takes to do all four,
24 and then we call you back. And if that takes eight
25 minutes, you attribute eight minutes to each loop that

1 was cut?

2 MS. POWERS: No.

3 MS. JOHNSON: No. That would equate to two
4 minutes per loop. But we take the total number of
5 lines -- total number of minutes and divide it by the
6 total number of lines.

7 MS. POWERS: Does that make sense, Andy?

8 MR. CRAIN: Yes. Okay.

9 MR. WILLIAMS: And I've seen that in their
10 data, and so that's how they've done it.

11 So we believe here the evidence is really
12 strong based on verified, validated, accurate
13 reporting that we're doing very, very well in our
14 timeliness of coordinated cutovers.

15 Moving on now to E-3, and this is where I was
16 starting to say let's be real clear that even though
17 OP-5, which is Qwest's measurement, is referenced, E-3
18 really is different. E-3 is not like OP-5 directly.
19 It may include some elements, but it has significant
20 differences.

21 OP-5 is, as its name and as its definition
22 state, is a measure of new service installation
23 quality. And that's precisely what it does, and it's
24 doing it right, and there's no fix required for it to
25 do its job right. OP-5 is measuring installation

1 quality, provisioning quality. And it is measured
2 against a standard of parity. That was brought up
3 yesterday as a concern when the ordering accuracy
4 issue was folded in. And while ordering accuracy is
5 an issue people want to monitor, nevertheless,
6 provisioning quality is on its own a parity issue, and
7 Qwest is satisfying that.

8 Let's look just a few pages earlier than we
9 did in the preceding one on page 41 of Exhibit Q-1 or
10 Qwest-1. Again, looking at parity. If you take the
11 UNE-P POTS, which was an item of interest, every month
12 except -- well, every month but one in the last recent
13 months and in the full 12 months every month but two
14 satisfied parity. The pattern is clearly a pattern of
15 parity.

16 And then there was mention briefly the no
17 trouble found issue. One of those months disappears
18 if you look on page 45 where we provide the additional
19 information. This OP-5 star where we -- it's exactly
20 the same as OP-5. The only difference is we take out
21 those no trouble found tickets which were not only
22 just no trouble found but which were sort of
23 substantiated of that by the fact that they didn't
24 have another trouble ticket that closed to real
25 trouble within 30 days. So it's not just only no

1 trouble found. It's those for which there was no
2 trouble found in 30 days.

3 MS. POWERS: Could I ask a question about
4 that. You said that that was substantiated, that no
5 trouble found, because another trouble ticket did not
6 reopen in 30 days. How would Qwest handle then no
7 trouble found yet an order had to be established in
8 order to fix the problem, that no trouble found?

9 MR. WILLIAMS: That's a different issue. As
10 I said, this one's measuring -- as the name and the
11 definition talks about, it's measuring provisioning
12 quality. So as to that issue, we're satisfying
13 parity. And especially so -- we don't even need to
14 exclude no trouble founds to do that. But if you do
15 exclude them, it's even more clear.

16 MS. CLAUSON: Where in the measurement is the
17 issue that Lynne mentioned measured?

18 MR. WILLIAMS: That's the separate issue of
19 the ordering quality that we talked a lot about
20 yesterday, which we're addressing in a number of ways.
21 And I don't need to repeat anything, but just to say
22 that -- in fact, what I intended to do was we had
23 provided to Eschelon and the Staff copies of our
24 federal reply which replied to some of these issues on
25 several parties' parts.

1 And you can find our assertions that I was
2 making yesterday in that filing on pages 22 --
3 actually, from the beginning, we talked generically
4 about how the audits and tests have found that our
5 performance measurements are accurate and reliable.
6 But we address specifically the manual order issue on
7 page 22 of that reply affidavit and point out, as I
8 mentioned yesterday, that the broad base of evidence
9 from all the tests, all the audits and all the data
10 reconciliations show that we don't really have a
11 problem of significance.

12 Now, with manual handled orders. Now, we're
13 not perfect. We do -- there's going to be some
14 errors. But the level is reasonable, as particularly
15 Liberty's data reconciliation showed after looking at
16 10,000 orders and trouble tickets. And I'll leave the
17 details in that reply. It's there. You can see just
18 point by point what I'm talking about. Observation by
19 observation how low those percentages are.

20 So the issue is, not do we have a serious
21 problem. The question is, is there a PID that
22 captures this. And before there wasn't, but now there
23 is that captures a portion. We're also providing some
24 additional information we haven't given a PID number
25 yet to, but it's data nonetheless that is what we

1 represent it to be. And we are in a process going
2 forward that will continue to address that.

3 And the Performance Assurance Plans will
4 assure that we do because whether it's measured or
5 not, if there is an error in an order that affects
6 performance, our PIDs will capture it. If it affects
7 the accuracy of the measurement to where the issue is
8 not captured, it will get captured in the
9 opportunities or maybe in the data reconciliation and
10 audits that the Performance Assurance Plans call for,
11 in which case if they affect a result that affects a
12 payment, we're going to get penalized there, too. So
13 we have some significant provisions in place that will
14 ensure that our already good performance in the area
15 of accuracy will remain so.

16 MS. CLAUSON: Do those statements you just
17 made apply to a loss of features? And with respect to
18 your statements about the penalties, will those apply
19 to the service order issues we raised that our
20 end-user experiences as a maintenance trouble?

21 MR. WILLIAMS: The loss of features is the
22 kind of thing that is in the second part of data that
23 I mentioned. I mentioned the new PID, PO-20. And
24 then there's the adjunct information we've come to
25 call it that if there's a loss of features and that

1 call goes to a call center, that will be captured in
2 that database that we're talking about. And that
3 would be part of that dimension that we would be
4 measuring.

5 Now, as far as OP-5, one thing about OP-5 is
6 that it will capture if there's trouble tickets. So
7 if there are, it will capture. Otherwise, it will go
8 in these other measurements that we're talking about.
9 But, again, there are thousands of things that we
10 could measure that's not being measured. The ones
11 that we selected were the ones that were of importance
12 or there was a problem.

13 Here there's been no evidence that has been
14 validated by anyone, the test didn't discover any,
15 that there's a serious enough problem to deal with a
16 lot more measurements. That will come up. If it
17 does, it will come up in Long-Term PID Administration.

18 MS. CLAUSON: Again, we've been absent the
19 last year and a half. This is an extremely serious
20 issue to us. And as we understand it, neither the
21 adjunct information or PO-20 will be associated with
22 the PAP at this time. And to us, that's a serious
23 omission.

24 MR. CRAIN: And I think we identified that as
25 an issue yesterday, and I don't know how much more we

1 need to go over that.

2 MS. CLAUSON: He made a general statement
3 about every one of these issues is going to be taken
4 care of and will be associated with penalties, and
5 that statement is not true as to our issues.

6 MR. CRAIN: And I'm not saying you shouldn't
7 have raised it. I'm just saying I think we know what
8 the issue is, and let's move on.

9 MR. WILLIAMS: So I've covered new service
10 quality. You can see we're meeting parity.

11 Now, I would just generally point out for the
12 rest of the measurements that you could go point by
13 point, and if you flip through the pages, if we look
14 just briefly where there's volumes, maybe focusing on
15 UNE-P POTS, such as page 25 of the Eschelon report,
16 consistently meeting parity on commitments met for
17 dispatches within MSAs. That's the middle draft on
18 page 25.

19 And I kind of glossed over, I'm kind of
20 assuming that because of the collaborative we know
21 when you look at that, but the easy way to tell that
22 parity is met is to look in the far right column of
23 the table of data. In this case, the far right column
24 ends in a number that says negative 1.67. Anytime
25 that number is negative, then parity is considered to

1 be met. If it's zero or positive, it's not. It's
2 really that simple.

3 And so using that kind of a rule, you can
4 flip -- and we'll turn to the next page. You get the
5 next kind of disaggregation for UNE-P POTS. You see
6 again all negatives. Look at the next draft down on
7 page 27. Centrex 21, small volumes at this dispatch
8 level, but consistently parity.

9 Analog loops on page 29, consistently parity
10 with established -- well, I need to say on this case,
11 the PID has a benchmark of 90 percent, which we're
12 constantly way above, more like in the range of 95 to
13 96 percent. But we also show the parity of a similar
14 retail analog just for additional information. It
15 doesn't really help in this case, but it might in some
16 application.

17 Moving to OP-4 on page 33, this is
18 installation intervals. Same products, UNE-P POTS in
19 the middle of the page. Consistently parity. Not a
20 month missing. Same with Centrex 21.

21 Skipping a page to page 35, same thing except
22 some of the earlier months of November, say -- let's
23 see. The last six months, four out of six were parity
24 on no dispatches. We acknowledged in the
25 collaborative that there are some issues.

1 I'll point out -- when I say there's issues,
2 it's with no dispatch. Because no dispatch has
3 multiple standard intervals. And that -- the repair
4 comparative can be affected by different distributions
5 of higher or lower standard intervals.

6 And so what we do is what the FCC has done.
7 And that is, if you meet the established standard that
8 was -- especially those that were collaboratively
9 developed, inquiry over. You passed the test. At
10 least on that point. The FCC consistently does that,
11 and they say so. They say, the inquiry is generally
12 over -- that's almost a quote -- when you meet the
13 established standard.

14 If there is a statistically significant
15 difference where the parity score in this case, for
16 example, is zero or above, then they look beyond the
17 data to see why. Is it an isolated incident? Is it
18 competitively meaningful? Sometimes the statistical
19 tool is too powerful for its purpose. It can actually
20 detect a difference that's not meaningful. It's
21 actually too powerful. They look to see a trend. And
22 finally, they look across the whole checklist item.
23 We're looking at provisioning. This one has four two
24 out of four months that have parity. How do we look
25 overall. And that's the kind of process that they

1 apply and they've consistently applied.

2 And so I would say that we have -- the latest
3 two months are parity and four out of six in the
4 context of all the others on the same product for
5 provisioning is really dispositive of a very strong
6 result.

7 Analog loops on page 37, consistently
8 parity. One exception -- two exceptions in two
9 months.

10 Anyway, I could go on and on. You can just
11 go through here, and I'll represent that I've gone
12 through here and if you go to provisioning or if you
13 skip back to the repair pages, such as page 65, you
14 just see parity all over almost always. And when you
15 have that strong of a case meeting the standards, then
16 there's no question in my mind whether you look at
17 Eschelon specific, you can go to our CLEC aggregate
18 and find a very similar story for Arizona or to our
19 regional results. You see a very similar story. You
20 see a strong case that we're satisfying the 271
21 requirements. Otherwise, the differences that you may
22 see between us and the data somebody brings are going
23 to be subject to the factors that we've seen and that
24 I've already explained.

25 Two other points just to kind of dot some I's

1 and cross some T's. There was the question about
2 UNE-Star and how it's reported. How it's been
3 reported. I address that in that same reply
4 declaration that I've provided to Eschelon and to the
5 Staff in our federal reply for our first five states
6 that we filed. That particular issue is found on page
7 45 of the declaration. And I'll just represent that
8 what was asserted at least in the federal level and
9 here that we were reporting Eschelon's UNE-E and
10 UNE-Star lines as UNE-P and that somehow we had failed
11 to provide requisite notice of starting to do that.

12 This explains in general that we have gone
13 through the requisite processes to report these kinds
14 of things. Until we had -- or should I say before we
15 had a UNE-P Centrex or UNE-P Centrex 21 category,
16 those items of UNE-Star, UNE-E, were reported in
17 resale. But as soon as we had the PID category, which
18 we went through the normal process to do so and
19 specifically the October 2001, we actually published
20 by an e-mail September 22nd to all parties that we
21 were bringing this to the TAG meetings. We have
22 brought it to both the ROC and the Arizona TAGs.
23 We've received approval from those TAGs to add the
24 UNE-P Centrex category, at which time any UNE-Star
25 that would have fit that classification would have

1 started to be reported. And then UNE-P -- and UNE-P
2 Centrex 21 as added as a PID category in the March
3 time frame of 2002. And so, again, that's where you'd
4 start to see those results.

5 And not only starting then, but since we did
6 it, since we did have the capability to go back, we
7 did a rerun back so that you would see as far back as
8 we could, at least to January 2001, you would see that
9 these combinations that happened to come by various
10 names, whether it's UNE-E, UNE-M, UNE-Star, would
11 still be PID compliant now that we have a category
12 since either October or March, and would be found in
13 those places in our reporting. And if you look at the
14 current reporting, whatever you see in that entire
15 12-month report by now contains this level of
16 reporting.

17 Finally, there were assertions about billing
18 accuracy. And Eschelon said our bills are 100 percent
19 inaccurate. And as I understood it, that was related
20 to the practice of billing UNE-Star as resale. And I
21 don't have the details of that part, but what I
22 understand is that there was an agreed-upon
23 arrangement that that's the way it was wanted by the
24 parties.

25 Now, there may be disagreement with the time

1 frames which I'm not qualified to address, but as far
2 as a measurement goes, BI-3, which measures billing
3 accuracy focuses on adjustments for errors. And
4 that's the basis upon which the parties felt we could
5 measure accuracy. Accuracy is an extremely
6 complicated issue, particularly in billing. And about
7 the only thing anybody could come up with in any
8 collaborative is what we now have, and it's not
9 perfect, but it is what we have and what we've agreed
10 to abide by until we get something better.

11 In terms of BI-3, it measures the percent of
12 revenue adjusted for errors. And I would argue that a
13 process by which the parties agree to adjustments in
14 order to facilitate getting what the parties want is
15 not an error, it's an agreed-upon process for handling
16 billing arrangements. So that's not captured by BI-3.

17 And with that, I'm finished.

18 MR. CRAIN: I think the next issue is
19 Chris --

20 MS. POWERS: Could I just ask one question of
21 the data.

22 MR. CRAIN: Sure.

23 MS. POWERS: Mike, on page 11 of 120 is the
24 PO-2-A-1 electronic flow-through for LSRs received via
25 IMA-GUI percentage. And I'm specifically looking at

1 UNE-P POTS.

2 MR. WILLIAMS: Okay.

3 MS. POWERS: And the first question I have is
4 most of the other graphical representations, as you
5 pointed out earlier, show either parity or what the
6 benchmark is if parity doesn't apply. How come this
7 graphical representation doesn't show that?

8 MR. WILLIAMS: It shows it where there is
9 one. Where there is a benchmark or where there is a
10 standard applied, then it shows it. In the case of
11 PO-2-A, we're looking at flow-through across all
12 orders, whether they're supposed to flow through or
13 not. And the parties, the collaboratives, either
14 Arizona or the ROC, no one has set a standard in those
15 collaboratives.

16 Now, some -- couple of PAPs have started to
17 put something. In fact, it's only Colorado, but it's
18 an either/or. PO-2-B has long recognized is the one
19 that would have a standard, but even that standard,
20 the FCC has recognized that flow-though is not totally
21 dispositive of Qwest's performance because a CLEC
22 behavior can affect that. And so with PO-2-B on the
23 next page, page 12, you can see we have displayed that
24 benchmark. But even then, when you miss it, you have
25 to look beneath the data. But generally we're making

1 even that one.

2 MS. POWERS: Okay. I just would like to
3 point out that that is a low percentage of 41.08
4 percent for June as the amount of flow-through. And
5 as we discussed earlier, I think our report card
6 reflects manual experience as well as electronic.

7 MR. WILLIAMS: The 41 is where?

8 MS. POWERS: 41 percent for UNE-P POTS is the
9 current flow-through.

10 MR. WILLIAMS: On page 11?

11 MS. POWERS: Yes.

12 MR. CRAIN: And I think that's a nice segue
13 into Chris's discussion of what is designed to flow
14 through and what isn't.

15 MR. VIVEROS: We discussed this a bit
16 yesterday, and we took a take-back because there would
17 have been some conflicting information provided to
18 Eschelon.

19 I'm looking at the list of products that
20 Eschelon cited in their comments to the FCC on page 6
21 of their comments. And I just wanted to run through
22 each of the listings there and talk about them. We've
23 taken back, talked about the business and the systems,
24 SMEs involved in the flow-through process, had them
25 actually execute some cases to verify their

1 understanding in reading code and looking at the
2 documentation. And I do have some corrections for
3 you. That's probably the best place to start.

4 Yesterday you said you had been informed that
5 Centrex Plus to Centron conversions to UNE-P did not
6 flow through, and that was conflicting with the
7 information I had been provided. We did go back and
8 verify that the information you were provided through
9 December was correct. That is, like resale, that is
10 not designed to flow through. Based on the complexity
11 of those products, conversion to both resale and UNE-P
12 POTS will need to be intervened upon by the service
13 center to get a complete and accurate order issued.

14 MS. SCOTT: Chris, what page did you refer to
15 before?

16 MR. VIVEROS: It is page 6 of the Eschelon
17 comments.

18 MS. CLAUSON: E-9.

19 MR. VIVEROS: As we discussed yesterday,
20 conversions from Centrex 21 currently do not flow
21 through. That capability is being added with our 10.1
22 release in late August where conversions from Centrex
23 21 to both resale and/or to UNE-P will begin flowing
24 through.

25 The remaining product is a 1FB or a one

1 flat-rated business line, a POTS line with CCMS
2 service or features on it. And I understand that you
3 were told that these do not flow through, and I
4 believe the information that was provided was more
5 than likely provided at too high a level. There are
6 some limitations with respect to CCMS, but the
7 scenario of having a retail 1FB and having CCMS
8 features on it and that being converted to a UNE-P
9 POTS would not prevent flow-through. The design
10 limitations in flow-through have to do with adding
11 CCMS service to an existing line either on a change
12 basis or a conversion basis.

13 If you have CCMS on a line currently and
14 you're converting and retaining those CCMS features,
15 that request will flow through. The exception there
16 would be based on any feature that wouldn't be -- that
17 we do not provide in the case of UNE-P.

18 MR. BELLINGER: CCMS stand for?

19 MR. VIVEROS: I knew you were going to ask me
20 that. Custom calling --

21 MS. CLAUSON: Customer calling management
22 system.

23 MR. VIVEROS: Customer. Custom. Custom
24 calling management system.

25 MR. BELLINGER: Thank you.

1 MR. VIVEROS: It's a collection of features.

2 MR. BELLINGER: Do you have this in writing
3 anywhere what you're --

4 MR. VIVEROS: No, I'm reading from the notes
5 that I've taken from the conversations we've had.

6 MS. POWERS: Could you provide it in writing?

7 MR. VIVEROS: Absolutely, I can do that.

8 MR. BELLINGER: A summary of that in writing
9 would be helpful.

10 MR. VIVEROS: We can do that. That's not a
11 problem at all.

12 So if an existing 1FB line has these features
13 on it, you can convert it to resale and retain the
14 features. You convert it to UNE-P and retain the
15 features as long as the features are valid. You can
16 also remove the CCMS features at the time of
17 conversion, and that scenario will flow through.

18 MS. POWERS: Bonnie, did you have a question
19 about what Chris said?

20 MS. JOHNSON: Yes, I did. I just wanted to
21 add that it was communicated to me on the call last
22 week that though some of the USOCs associated with 1FB
23 CCMS were loaded to flow through that it was not
24 all-inclusive. So they were going to go back to look
25 to see what USOCs might be included in that to have

1 that better performance flow-through.

2 MR. VIVEROS: And that is my understanding as
3 well. With respect to a particular feature causing a
4 problem with successful flow-through, my understanding
5 from the clarification was the limit has to do with
6 the addition of CCMS features. So if you have a line
7 and you want to add a particular CCMS feature,
8 depending on the feature, that request might flow
9 through fine or we may have difficulty in completely
10 and accurately formatting the order for that
11 particular CCMS feature.

12 Above and beyond that, there is simply a base
13 requirement that in order to operate in the CCMS
14 environment, you kind of have to have your base
15 indicator that that's what you're doing. So we
16 certainly do look for the one particular USOC that
17 tells us this customer is subscribed to CCMS, and then
18 you can manipulate the multiple variables around what
19 actual features you want activated on that given line.
20 So -- go ahead.

21 MS. CLAUSON: Will a written documentation
22 you provide identify the features so we know?

23 MR. VIVEROS: I believe they are still
24 working on that. And in the context of the scenario
25 that's listed in your comments, that is not a

1 limitation. We're not talking about adding features,
2 at least as I understood we were not talking about
3 adding features, we were talking about a line that
4 currently had CCMS and the conversion to UNE-P.

5 MS. POWERS: Correct. But I think what
6 you're saying is say, for instance, a 1FB with CCMS
7 customer coming to us, we're converting to UNE-P, has
8 two features, and we want to add one feature as we're
9 doing that conversion. By what you're stating by that
10 nature, would it cause it to not flow through?

11 MS. BLISS: UNE-P POTS? UNE-P Centrex?

12 MS. POWERS: UNE-P POTS.

13 MR. VIVEROS: Subject to check, the
14 explanation I received was that the difficulty had to
15 do with actually establishing CCMS. So if you had a
16 customer who had CCMS already and you were simply
17 adding another feature, that wasn't the area where we
18 were having difficulties. It was actually the
19 addition of CCMS itself and some -- and you wouldn't
20 just add CCMS, so the features that you were putting
21 on with the add that would cause the problem. But we
22 will verify that and in the write-up, we will
23 distinguish specifically what scenario has the
24 limitation for flow-through and if at this point in
25 time we have the complete list of the features that

1 cause that problem, we'll include those. If the list
2 isn't complete at this point in time, we'll provide
3 what we have and we will follow up with a complete
4 list.

5 MS. CLAUSON: And just so I understand what
6 we're -- what you're talking about, the feature list
7 is in this last scenario. Some of them, if you're
8 adding a feature to a customer that already had CCMS
9 when you convert to UNE-P, some features will make it
10 drop down to manual handling and some will not. Is
11 that the scenario?

12 MR. VIVEROS: I will verify whether or not
13 that scenario is impacted. It was my understanding
14 that that is not the scenario. That it's actually a
15 scenario where you have a line -- a 1FB, CCMS is not
16 on the line, you are establishing CCMS service on the
17 line. And with that establishment, there would
18 obviously be CCMS features that were going in as well.

19 MS. POWERS: But that really isn't what we
20 stated. We said a customer has 1FB with CCMS, and
21 we're making them become UNE POTS. So we've never
22 said we want to add CCMS at the time we're doing UNE-P
23 POTS. So I'm not --

24 MR. VIVEROS: I agree. And that's why I did
25 not pursue that list. I knew that a list was being

1 compiled talking about what CCMS features caused
2 difficulty with respect to flow-through. Once they
3 clarified that the scenario that the limitation exists
4 on and it didn't apply to the one that was referred to
5 in your comments, I didn't feel the need to wait for
6 that list in order to talk about this. But to be
7 complete, we can go back and make sure that both the
8 scenario that's addressed in your comments and the one
9 where the limitation does exist are addressed.

10 MS. CLAUSON: So are you saying, putting
11 aside that scenario, if it is a 1FB with CCMS and
12 we're going to UNE-P, whether we add another feature
13 or not, it should flow through?

14 MR. VIVEROS: Yes.

15 MS. CLAUSON: And, Bonnie, in our comments
16 E-9 at page 6, we talk about customers who have gone
17 out of service. And isn't that -- aren't some of
18 those in the situation with the 1FB with CCMS, and
19 that's why we started to inquire about this and were
20 told they don't flow through?

21 MS. JOHNSON: Yes. Actually, it was
22 identified in the UNE-P migration project because of
23 the customers that we were converting from one product
24 to another when there were issues surrounding those
25 orders being manually typed, we were told that they're

1 all manually typed because when you go from the 1FB
2 with CCMS product to UNE-P POTS, those do not flow
3 through, they automatically fall out. And, you know,
4 the losing service has to do with the inability -- in
5 addition to it falling out and being manually typed,
6 it also has to do with this inability to flow through
7 the switch. So it also falls out for manual line side
8 translations.

9 But the issue we're talking about here is
10 strictly as it relates to IMA, and it was communicated
11 to Eschelon by Qwest that those orders fall out and
12 they have to be manually typed. And last week on the
13 call, it was communicated to me on the clarification
14 call that though they do have some USOCs that they
15 have attempted to make this type of order be
16 flow-through and though they do have some of the USOCs
17 associated with 1FB CCMS included in that, it is
18 limited. And they were going to look at that.

19 MS. CLAUSON: I just -- since you are doing a
20 take-back on this, I just want to make sure you're
21 clear on this issue. We had the UNE-Star product and
22 we had all those provisioning problems, and we were
23 told to order 1FB for CCMS, and, in fact, the contract
24 was amended to reflect that because that was supposed
25 to solve those problems. So we have sitting in our

1 base of customers a lot of lines with 1FB with CCMS on
2 it. And on the one hand, yes, we've been told by
3 Qwest it won't flow through. But in addition to that,
4 we have experience with problems in trying to do those
5 orders that validates that. In fact, that's why we
6 went and asked, are these falling out? What's
7 happening? And we've been told that they're manually
8 handled. So that's why we really want to be clear as
9 to that's what we're asking and that's what we'd like
10 you to confirm because you're telling us something
11 different than what we've been told and what our
12 experience shows. And because we have these lines as
13 a result of that amendment, we need to know what's
14 being done to match those customer-affected problems.

15 And Bonnie has been told, as she just said,
16 that the USOC differences, some flowing through and
17 some not, does relate to our problem; whereas, the
18 way -- and I may have misunderstood you, but the way
19 we separated out scenarios, and the reason you said
20 you didn't go chasing out that list is you didn't
21 think it related to our problem. But the people on
22 the Qwest clarification call thought it related to our
23 problem, and that's why they agreed to give Bonnie a
24 list of the USOCs.

25 So we do want -- maybe do you understand all

1 this or do you want to take this back?

2 MR. VIVEROS: No. I think that we both want
3 to make sure that this is as clear as possible and
4 we're addressing the question that's asked. And I
5 think there is a bit of a blurring of two issues here.
6 As we stated yesterday, when I'm speaking of
7 flow-through and flow-through capabilities and what's
8 designed to flow through or not, I'm talking about the
9 capability to take an LSR and mechanically convert it
10 to internal service orders and send it off down the
11 processing stream without intervention from a human.
12 To the extent that the type of product that is being
13 ordered requires manual intervention during the
14 provisioning process, I am not addressing that with
15 respect to flow-through.

16 MR. BELLINGER: Okay.

17 MR. VIVEROS: The issue of a 1FB with CCMS
18 being converted to UNE-P POTS, what will be included
19 in the write-up will be the scenarios since we're
20 talking conversion here of exactly what scenarios flow
21 through and which ones don't, whether you're retaining
22 the exact set of CCMS features that exist, whether
23 you're removing CCMS features, or whether you're
24 adding additional features. And if there are limits
25 in any of those three scenarios, specifically what

1 features prevent successful flow-through.

2 Do you believe that would address what you're
3 asking?

4 MS. CLAUSON: Bonnie, that sounds correct to
5 me. Did you have anything to add?

6 MS. JOHNSON: No.

7 MS. CLAUSON: That's our question.

8 MR. VIVEROS: That's what we'll provide.

9 MR. WOLTERS: You're going to file that as a
10 late-filed exhibit?

11 MR. VIVEROS: Sure.

12 MS. CLAUSON: And the other things you said
13 earlier about Centrex and Centrex 21 we'd like to be
14 in the summary. We just wanted to be sure this one
15 was included.

16 MR. VIVEROS: Sure.

17 MR. BELLINGER: Okay. Was that all you had
18 on that?

19 MR. CRAIN: Yes. And we'd move on then to --

20 MR. BELLINGER: It's time for lunch.

21 MR. CRAIN: Yeah.

22 MR. MORRISETTE: Karen, this is Garth
23 Morrisette. If possible, I'd like to respond quickly
24 to the report card issues because I will not be
25 available after lunch.

1 MR. BELLINGER: Quickly.

2 MS. CLAUSON: Go ahead, Garth.

3 MR. MORRISETTE: Thanks.

4 And, Karen, I'll let you respond to Qwest
5 regarding the parity issue, the standard of parity
6 versus the Eschelon standard that we have in our
7 report cards because I think that's a legal issue as
8 far as consistency goes. I will say, however, the
9 purpose of our report card was not to show Qwest's
10 compliance with parity for 271 purposes. It was to
11 show the service issues that we're having with the
12 services that we're ordering. And every time we have
13 a problem, Qwest asks us for examples. Report card
14 was and is our attempt to compile those examples and,
15 in a sense, it's almost the price of admission to get
16 to the table with Qwest to discuss the service issues.
17 It's necessary to have that kind of a compilation of
18 our measurements and issues.

19 With respect to the differences between our
20 report card and the PID measures, again, we weren't
21 trying to replicate the PID measures. Where they were
22 the same, we agreed with Qwest. And I think E-3 is an
23 example where our report card process is a valuable
24 input to this proceeding because our whole discussion
25 yesterday about the service order errors shows that

1 Qwest's OP-5 and for that matter our E-3 was not
2 capturing the fundamental problem, which was we were
3 seeing errors on the service orders that were causing
4 customer-affecting issues.

5 We've attempted to -- we brought that to
6 Qwest's attention last fall. Qwest has acknowledged
7 that is a gap in their measures, and they've
8 implemented PO-20 as a way to capture those problems.
9 But, again, PO-20 is not finalized. They're still
10 taking input on it. As the AT&T representative
11 pointed out yesterday, the percentage of orders that
12 at least they're looking at right now is of all orders
13 as opposed to manual orders. And so there's still
14 development issues that will be required to really get
15 that measure nailed down to correct the problems that
16 we're seeing.

17 With respect to billing accuracy, again, I
18 think the evidence we've presented validates and
19 points out that there is -- there's a problem with
20 Qwest's billing accuracy measure. As Mr. Williams
21 pointed out, billing accuracy is not perfect, any
22 measure you come up with. But it's clear that the PID
23 measure at this point is not capturing the billing
24 accuracy problems that we're seeing, especially as I
25 went through with the UNE-P problems and the fact that

1 there's a time lag. And I think that's probably the
2 biggest problem that the billing accuracy doesn't get
3 resolved for months. And the PID data's already been
4 published by that point.

5 One final issue, Mr. Williams went over some
6 of the results for installation commitments and was
7 referring to the parity, pointing out that Qwest's
8 performance was on parity with their own retail
9 performance.

10 With respect to installation commitments met
11 for unbundled loops, Eschelon has been submitting
12 local service requests with intervals that are longer
13 than the standard intervals for some time. Prior to
14 May 1st, we were routinely submitting orders with
15 13-day intervals, 13 business days. Longer than the
16 standard interval. The reason we were doing that was
17 because we were having trouble with installation
18 commitments met from really the get-go when we started
19 doing unbundled loops.

20 So the reason I'm pointing this out is that
21 the way we're provisioning the orders has helped Qwest
22 achieve the results under the PID measures because
23 we've submitted orders with longer due date intervals.
24 And so the result is you'll see better results in the
25 PID measures, but it doesn't necessarily reflect the

1 underlying problems. And the general underlying
2 problem was Qwest wasn't able to hit the standard
3 interval early on, and so we were faced with having to
4 go with longer intervals.

5 MR. WILLIAMS: Could I ask a clarifying
6 question, Garth.

7 MR. MORRISETTE: Sure.

8 MR. WILLIAMS: This is Mike Williams.

9 Are you aware that those longer than standard
10 are captured in OP-3 in terms of commitments met?

11 MR. MORRISETTE: Yes, I am. And what I was
12 saying is that they're captured and OP-3 will report
13 them as a commitment met. And we're not disagreeing
14 with that. We're just saying that we're basically
15 helping you meet that commitment by submitting a
16 longer interval. We're giving you a longer interval
17 to meet the commitment.

18 MR. WILLIAMS: Thank you for doing that.

19 MS. CLAUSON: Garth, in other words, we
20 stopped doing the standard interval because we didn't
21 believe they could meet it, and we went to a longer
22 interval so we could meet -- have better provisioning.
23 And as a result, the performance looks better than if
24 we did the shorter interval.

25 MR. MORRISETTE: That's right. That's

1 correct.

2 MR. BELLINGER: Maybe.

3 MR. MORRISETTE: One final issue.

4 On the reporting the 1FB with CCMS lines, the
5 UNE-E product as UNE-P. From a PID point of view or a
6 data point of view, the problem we see with that is
7 the UNE-E product is not the same as UNE-P. There are
8 differences. Karen Clauson pointed some of those
9 differences out this morning as did Lynne Powers.
10 It's not the same product.

11 And I think what I heard Qwest say was they
12 reclassified them as UNE-P, but the other alternative
13 would have been to report them as UNE-E or report them
14 as UNE-Star and to have tested that whole provisioning
15 process for the product we were ordering, which was
16 1FB with CCMS.

17 So I'm not convinced that the UNE-P results
18 that Qwest is showing reflect our actual experience
19 with the UNE-E product. And I think reporting them
20 that way is convenient for the purposes of the PID
21 reporting because it's a category you've got, but we
22 would have liked to have seen an Eschelon-specific
23 product category.

24 That's all I have.

25 MR. BELLINGER: You want your own category?

1 MS. CLAUSON: It's a product catalog for
2 UNE-Star; is that correct, Garth?

3 MR. MORRISETTE: Correct.

4 MS. CLAUSON: If another CLEC was also
5 sorting for UNE-Star, the McLeod category would apply
6 to them as well.

7 MR. MORRISETTE: Correct.

8 MS. CLAUSON: Just like right now there's a
9 separate category for UNE-P POTS for UNE-P Centrex.

10 MR. BELLINGER: But a reporting category for
11 two CLECs?

12 MS. CLAUSON: In other words, Qwest had the
13 alternative, instead of lumping it with UNE-P, to
14 create a UNE-Star separate reporting, regardless of
15 what CLEC ordered it.

16 MR. BELLINGER: Okay.

17 MR. MORRISETTE: And as a result, that
18 separate category would have been tested because there
19 are -- as I pointed out, there were differences
20 between the UNE-Star product and the UNE-P product
21 that I'm not convinced those differences are being
22 reflected by just reporting of UNE-P.

23 MR. BELLINGER: Okay. Is that your --

24 MS. CLAUSON: Before Garth goes, Qwest also
25 had a take-back on the cost for service order errors.

1 Did you have an answer on that so Garth could hear it?

2 MR. CRAIN: The cost for submitting an LSR.

3 There's no -- it's my understanding there's no -- go
4 ahead.

5 MR. VIVEROS: There is not a separate service
6 order charge. The question that was asked was whether
7 or not there was a subsequent or a second service
8 order charge that would be billed in a scenario where
9 a feature was omitted on a first order and we had to
10 write a second order. There is not a separate charge.
11 There would be no additional charge. There's no
12 charge.

13 MS. CLAUSON: Could you hear that, Garth?

14 MR. MORRISETTE: Yes. We did some checking
15 last night. We found one. It was in our Colorado
16 bill. We're still doing some checking.

17 The other thing we had asked was what process
18 do you have in place to ensure that there are not
19 charges?

20 MR. CRAIN: I think it's a moot issue here in
21 Arizona because there is no LSR charge here.

22 MR. MORRISETTE: You're saying there's no LSR
23 charge at all?

24 MR. VIVEROS: That's correct. And actually,
25 there's no service order charge.

1 MS. POWERS: So your answer applied to
2 Arizona?

3 MR. VIVEROS: Yes.

4 MS. POWERS: It did not apply to the other
5 states.

6 MS. CLAUSON: So your answer is because there
7 is no service order charge here, therefore, there
8 would not be a second service order charge. In states
9 where there is a service order charge, do you know if
10 in this scenario a second charge should apply?

11 MR. VIVEROS: A second charge should not
12 apply.

13 MR. MORRISETTE: And it may be a matter of
14 semantics. We want to make sure there are no
15 non-recurring charges that would apply because service
16 order charge is kind of a term of art sometimes.

17 MS. CLAUSON: No NRC for the second order,
18 Garth.

19 MR. VIVEROS: Point well taken. And in the
20 case where there would be a subsequent NRC applicable,
21 there are scenarios and there are states where there
22 would not be a non-recurring charge for features put
23 in at the time the line is put in versus if you do
24 them independent of the installation of a line, there
25 is a separate charge. In places where that rate

1 structure exists, if we have left a feature off the
2 first request in error, in writing the second order to
3 correct that problem, we would agree that that charge
4 does not apply, and there are existing standard order
5 writing practices for communicating to the billing
6 system to suppress that charge. Could there be
7 occasions of human error where the SDC doesn't follow
8 that procedure? I'm sure that will happen. And when
9 you find them, like the one case in Colorado, they
10 should be disputed and we'll investigate them and
11 correct them.

12 MR. BELLINGER: And Maureen has one more
13 question before lunch.

14 MS. SCOTT: Right. And this is directed to
15 you, Garth. And if Lynne can answer it after lunch,
16 it can wait, but I didn't know if it would be better
17 addressed by you. The point you made about creating a
18 separate category for UNE-Star. Are there really any
19 more provisioning differences between UNE-P and
20 UNE-Star that would call for a separate reporting
21 category? You seemed to indicate that there were.

22 MS. POWERS: Garth, are you answering that or
23 do you want me to?

24 MS. CLAUSON: Lynne, go ahead.

25 MR. MORRISETTE: One second, please.

1 MS. JOHNSON: This is Bonnie Johnson. Could
2 you ask that question again.

3 MS. SCOTT: Right. I thought one of the
4 recommendations that Eschelon was making a few moments
5 ago was to create a separate reporting category for
6 UNE-Star. Are you -- is Eschelon then saying that
7 there are provisioning differences between UNE-P and
8 UNE-Star that would justify the creation of a separate
9 reporting category?

10 MS. JOHNSON: Yes, there are. It should be
11 reported separately from UNE POTS products.

12 MR. BELLINGER: What reason?

13 MS. SCOTT: Why, though?

14 MS. POWERS: There are provisioning
15 differences. If we are ordering 1FB with CCMS, which
16 is different than ordering UNE-P, and the processes
17 associated are different.

18 MS. CLAUSON: If you look at the e-mail from
19 the account rep attached to Lynne Powers' affidavit,
20 and she describes the interim process, which we're
21 still under for ordering that for the most part, it's
22 a resale process. So for ordering, provisioning, and
23 billing, it's a resale process. The combinations part
24 comes in the pricing, which is done manually.

25 So if you want to interpret how it's being

1 ordered, provisioned, and billed, it's being done as
2 you would with resale. And the reason the 1FB is
3 ordered with the CCMS and features is you're trying to
4 take Centrex-type functionality and put it on a POTS
5 1FB line, so it looks like resale. It doesn't work
6 quite as well as resale because you're trying to do
7 something that that line was not originally designed
8 to do, which is carry Centrex functionality. And,
9 again, the billing, in addition to the ordering, is a
10 big reason why if you report it separately, you are
11 capturing what is a UNE-P error in billing and what is
12 a UNE-Star error in billing.

13 MS. JOHNSON: And this is Bonnie Johnson. It
14 should be reported the same as you would report resale
15 and UNE-P POTS separately.

16 MS. CLAUSON: In other words, you've got one
17 category for resale, you've got one for UNE-P, you
18 should have one for UNE-Star because it's some
19 elements of both of them, but it's not the same as
20 either one.

21 MR. BELLINGER: And where are the differences
22 written up, did you say?

23 MS. CLAUSON: Affidavit of Lynne Powers,
24 which is Exhibit E-12. And E-13 is the Affidavit of
25 Ellen Copley.

1 MS. DUBUQUE: Just for the record, Eschelon
2 is the only customer that we have currently that
3 orders 1FB with CCMS. There is no other CLEC that
4 orders that. So it's not a product that, for
5 instance, McLeod, who has UNE-Star, would order.

6 MS. CLAUSON: On the other hand, they would
7 order -- their ordering, provisioning, and billing
8 would resemble resale, but their pricing would
9 resemble a combination.

10 MR. BELLINGER: With that, we'll go to lunch
11 of the be back at 1:35.

12 (Recess taken at 12:20 p.m., and the workshop
13 resumed at 1:40 p.m.)

14 MR. BELLINGER: We'll go back on the record.
15 We'll turn it back to Qwest for now.

16 MR. CRAIN: We'll turn it over to Chris
17 Viveros to talk about features for a second.

18 MS. CLAUSON: Is Eschelon on the line?

19 MS. GAVIN: Eschelon is on the line.

20 MR. BELLINGER: All right, Chris.

21 MR. VIVEROS: And we had quite a bit of
22 discussion about this yesterday. Just a couple things
23 we wanted to touch on. We do have another handout.
24 Even though you can see that it's not on yellow paper,
25 it is supposed to be on yellow paper. It is marked

1 confidential. It's Eschelon-specific data. So much
2 like their performance results, I believe at this
3 point what I wanted to do was hand it out to Eschelon
4 and the Staff and their consultants.

5 MR. BELLINGER: Okay.

6 MS. CLAUSON: What is it?

7 MR. VIVEROS: It is data that the wholesale
8 service delivery organization has been tracking with
9 respect to your UNE-P conversion project, and it
10 addresses the issue of problems with orders, both
11 problems that were the result of the Eschelon
12 submission as well as those where Qwest mishandled the
13 question. It has do with your supplemental volumes
14 and your order reject rates.

15 MS. CLAUSON: And this is the migration
16 project, not UNE-P, correct?

17 MR. VIVEROS: That's correct.

18 MS. CLAUSON: That's fine.

19 MR. VIVEROS: Marking it as a confidential
20 exhibit.

21 MR. BELLINGER: It will be Qwest-2, I guess.
22 We ought to make the late-filed exhibit Qwest-2, and
23 this will be Qwest-3.

24 (Discussion off the record.)

25 MR. WOLTERS: Could you identify it with a

1 little more specificity.

2 MR. BELLINGER: Do you want to talk about
3 this, Chris.

4 MR. VIVEROS: I'm sorry, Hagood, what was
5 that?

6 MR. BELLINGER: Do you want to talk about
7 this, describe this document I'm looking at.

8 MR. VIVEROS: I want to try and answer Rick's
9 question. It's a three-page exhibit, and it's focused
10 on the Eschelon UNE-P conversion project. And it is
11 data about their reject rates with respect to those
12 LSRs, their LSR supplemental rate, and the
13 provisioning issues such as a line going down or a
14 feature such as call forwarding going out where we
15 have divided those occurrences between Eschelon-caused
16 problems and Qwest-caused problems.

17 MS. CLAUSON: And to be clear, although it
18 says conversion at the top, this is the UNE-P
19 migrations from UNE-Star to UNE-P, correct?

20 MR. VIVEROS: That's my understanding.

21 MS. CLAUSON: Has Qwest provided similar data
22 for new UNE-P orders?

23 MR. VIVEROS: No, this is the only exhibit
24 we're putting forth, given the fact that the project
25 you just referred to, the UNE-Star to UNE-P migration,

1 is being project managed. This data was readily
2 available. And that's to some degree what we've been
3 focusing on, the conversion back to UNE-P.

4 MS. CLAUSON: And, of course, our focus is on
5 UNE-P. We do say in our comments that as you would
6 expect for hand-held orders, the Qwest error rate is
7 lower. So we did mention that even with the
8 hand-holding, we have had some problems with
9 migrations. But what we say on E-1 in the middle of
10 the page is although the problems occur less
11 frequently for migrations than for new conversions, as
12 would be expected due to the special handling of
13 migrations orders, we do expend substantial resources
14 when migration occurs. I'm paraphrasing.

15 So we'll go through this data with you, but
16 we stipulate on the record that Qwest has fewer errors
17 for migrations, although they do occur. Our main
18 concern that we brought here was with new UNE-P
19 orders, even using a conservative number, you have
20 more than 17 percent of those provisioned by Qwest
21 that there are trouble reports within 30 days. So our
22 big concern was the UNE-P orders. And particularly
23 for those of you who don't have this exhibit, we just
24 want to make sure that the conversation that we're
25 going to have about this does not relate to those new

1 UNE-P orders that we were talking about earlier.

2 And then when you're done, Lynne will comment
3 as well.

4 MR. VIVEROS: And I believe that the charts
5 are pretty self-explanatory.

6 The first page of the chart.

7 (Discussion off the record.)

8 MR. VIVEROS: The first page of the exhibit
9 breaks down for the conversion project those lines
10 that were POTS versus Centrex Plus versus Centrex 21
11 and then totals them and shows the number of LSRs that
12 have been received since the project began and the
13 number of rejects that have occurred, showing the
14 reject rate specific for this project.

15 The second page of the exhibit speaks to the
16 supplemental order rate, the number of times that a
17 supplement needed to be processed before the original
18 request was completed. And, again, it breaks down
19 these numbers by the products involved, POTS, Centrex
20 Plus, Centrex 21, showing the run rate or the
21 percentage rate, if you will, of changes that are made
22 during the pendency of these migration requests.

23 The third page speaks to issues that were
24 encountered during these migrations. And it
25 identifies the various scenarios such as lines that

1 went down during conversion, the number of
2 occurrences, and then it divides those numbers between
3 cases where that line going down was caused by a
4 processing error on Qwest's part, the LSR looked
5 exactly the way it should, and yet when it entered the
6 provisioning stream, it resulted in something other
7 than what was being requested versus the number of
8 occasions that that occurred, and that was a result of
9 the order that Eschelon submitted to us.

10 We talked about this quite a bit yesterday
11 with respect to quality and the processing of orders.
12 And we just wanted to present this additional
13 information that reflects that although we acknowledge
14 certainly there are times when we make mistakes,
15 mistakes happen on both sides of the fence, and we
16 address those mistakes as we described yesterday.
17 Certainly in cases where something is missing or
18 something needs to be restored via the issuance of a
19 service order, we write those service orders, we
20 escalate and expedite those service orders to get them
21 in and working just as quickly as possible. And we
22 will do that not only in cases where Qwest has made
23 the error but in cases where the Eschelon request has
24 actually omitted something and then after the fact,
25 when you've got an irate customer, we need to get that

1 service in and working.

2 MS. CLAUSON: Can people on the phone hear me
3 without the mike?

4 MS. GAVIN: It's hard to hear, but we can,
5 barely.

6 MS. POWERS: We're going to get the mike,
7 Ellen.

8 MS. CLAUSON: You can hear me now, correct?

9 MS. GAVIN: Yes.

10 MS. CLAUSON: This is Karen Clauson from
11 Eschelon.

12 The thing that I just want to make sure we're
13 clear on -- because, again, at the end of your
14 comments, Chris, you said we talked a lot about this
15 yesterday. And we did not talk a lot about this
16 yesterday. The vast majority of our comments and the
17 issues we were raising were related to new UNE-P
18 orders going from Qwest or another CLEC to Eschelon.
19 And all of the information on the first page of
20 Exhibit E-1, all the way up through except for the
21 very last couple paragraphs on the second page of that
22 relate to those new UNE-P orders that go through the
23 standard process for UNE-P.

24 With respect to this limited scenario that
25 you have here, which are the migration orders, we

1 certainly do recognize that because you're special
2 handling them and taking them out of process and
3 you're hand-holding them, you're having fewer errors
4 for hand-held orders.

5 With respect to the data that we provided as
6 to the new UNE-P orders, we did not include Eschelon
7 errors. We take them out. We were just measuring
8 Qwest. We're not saying we don't have any, but we
9 certainly don't have that reflecting your performance.
10 We did relate that to the 17 -- more than 17 percent
11 are Qwest-related errors. And, again, that's a
12 conservative number because for no trouble founds
13 where we've got debates, we omitted that. So none of
14 that conversation yesterday relating to the more than
15 70 percent of UNE-P orders relates to the orders that
16 you have in this graph. This graph that you have
17 presented, which I'm assuming is Qwest-2.

18 MR. BELLINGER: 3.

19 MS. CLAUSON: 3?

20 MR. BELLINGER: 2 is a late-filed exhibit.

21 MS. CLAUSON: It's Q-3. Only relates to the
22 final three paragraphs of page 2 of E-1.

23 And with that, I'll let Lynne talk about the
24 circumstances which we've been put to do that
25 migration that might relate to these figures.

1 MS. POWERS: Yes, Chris. First I just want
2 to clarify that the first two graphs that you handed
3 out were in regards to Arizona only orders, and it
4 looks to be the third graph is in regard to all
5 orders; is that correct? Not just in Arizona?

6 MR. VIVEROS: Yeah, that's correct.

7 MS. DUBUQUE: That is correct.

8 MS. POWERS: Thank you.

9 Normally a company is not put through what we
10 have been put through in order to do this project. We
11 entered into an agreement to purchase UNE-Star with
12 the understanding of what that product was going to
13 be. As we already talked about, Susie Bliss indicated
14 we had so many issues with that, we moved to 1FB with
15 CCMS. We had so many issues with that, continued, we
16 are now moving to a complete migration to UNE-P.

17 To accomplish that, I had to hire 17
18 full-time resources, ramp those people up in a matter
19 of a month, fully train them. These are not my normal
20 provisioners doing this work. Do you know what, they
21 don't learn a lot in a month. This takes me a while
22 to get them up to speed. So as far as the higher
23 incidence of errors, I actually think it's fairly low,
24 considering what we've had to do as a company to
25 attain this -- to be able to get the UNE-P product for

1 our base, which we really should have gotten two years
2 ago. So that's my reaction to the higher error rate.
3 I do believe it's getting better.

4 And I think just as in a comparison to normal
5 provisioning, and Bonnie could attest to this, and we
6 review this every month at the senior service meeting,
7 our LSR rejects for Qwest on normal orders are lower.
8 They're so low they normally don't even show on the
9 reports, and Toni Dubuque can attest to this. For
10 Eschelon errors, they're very low, and they don't even
11 show up on the list that would be of concern as far as
12 Eschelon orders in normal production. And, I think,
13 Bonnie, you could tell me the percentage of LSR
14 rejects for Eschelon.

15 MS. JOHNSON: I think that -- I don't have
16 the exact figure, but I do believe that the data, the
17 June data that Qwest provided to us last month, was
18 1.8 percent.

19 MS. POWERS: And that does include rejects
20 and error as well?

21 MS. JOHNSON: Yes.

22 MS. POWERS: So I think we do very well on a
23 normal basis under these extreme circumstances that
24 we've been put under. Yes, we've had higher instances
25 of errors, and Qwest has pointed that out, and we're

1 doing a lot to address that.

2 MR. BELLINGER: What's the next one?

3 MR. CRAIN: Next issue, UNE-P features
4 availability. Mike wanted to say a couple things
5 about that.

6 MR. WHITT: This is Michael Whitt with Qwest.

7 While we talked this morning briefly about
8 the AIN feature functionality, and I won't touch on
9 that issue, I did want to comment on the external CLEC
10 facing documentation that Qwest provides, particularly
11 in terms of feature availability or unavailability.

12 The way that we structure the UNE-P product
13 catalogs or PCATs is that we have a general
14 information PCAT that provides general information
15 about the product as a whole. And it provides links
16 to individual product catalogs and documentation for
17 every one of the individual products. This is
18 developed by a cross-functionality team at Qwest. It
19 is a dynamic document. And it's constantly being
20 improved per conversations with CLECs in formal and
21 informal environments.

22 Important here to realize is -- in response
23 to the discussion we had yesterday, in the general
24 information PCAT or the parent PCAT, we list a
25 document that provides features that are unavailable

1 with UNE-P. And that does include AIN products, voice
2 messaging products, feature packages and so on. And
3 we provide that by USOC and also provide a language
4 description of each one of those. As we discussed
5 yesterday, too, there are and have been individual
6 cases of errors, and we've attempted to fix that as
7 quickly as possible.

8 Regarding the features that are available
9 with the product, those are detailed in each one of
10 the individual PCATs, again, by USOC and language, so
11 that we can detail what is at an individual product
12 level as opposed to just one global feature listing
13 that's available with the PCAT. It tends to work
14 better that way.

15 Regarding the features that we were presented
16 with yesterday, there were five USOCs that were in
17 question. And we will take those back and convene
18 this core team and review their availability and then
19 update the unavailable documentation as necessary and
20 funnel that through the CMP process. As well,
21 anything that needs to be added in the available
22 feature sections will be reviewed.

23 These five at first glance from yesterday
24 appear to be unavailable, but we will absolutely
25 confirm that and distribute the notice through the CMP

1 channels.

2 MR. BELLINGER: Will you file that as a
3 late-filed exhibit, Andy?

4 MR. CRAIN: Yes, we can.

5 MR. BELLINGER: That would be Qwest-4.
6 Where was that documented in your data?

7 MS. CLAUSON: This is E-1, page 4.

8 MR. BELLINGER: Okay.

9 MR. WOLTERS: So what is Qwest-4 going to be
10 again? What's the description of Qwest-4?

11 MR. BELLINGER: It's the feature
12 availability.

13 MS. CLAUSON: I had some questions on that
14 just briefly or more comments that you could maybe
15 address in your feature availability, Q-4.

16 As you'll notice, and you outlined that, that
17 you have links to individual products in your general
18 information PCAT. It would be helpful in the
19 individual products, if you look at your Web site from
20 the -- from the viewpoint of the person using it, they
21 go to UNE-P POTS to see what's available with UNE-P
22 POTS. There is no link to the document of what's not
23 available. The only place where you can get to that
24 features not available list is by going to the general
25 section, which doesn't address which features are

1 available. So there's kind of a disconnect there for
2 the user. It's difficult to find that UNE-P not
3 available list.

4 We sorted through it and found it, but if you
5 would add that link to that document. You have a link
6 back to the general information section, but it says
7 something like, for features and benefits of UNE-P, go
8 there. It doesn't say, and for limitations, go there.
9 And a lot of people struggle with that information
10 when you could guide that around a little more easily.
11 And when you're updating it anyway, you may want to do
12 that.

13 You also have as a title -- this is noted on
14 the footnotes of page 4 at E-1. You have as the title
15 of the document "Features, Products & Services
16 Unavailable with UNE-P Products." And certainly the
17 provisioners at Eschelon took you at your word that
18 these were the features, products and services
19 unavailable with UNE-P products. So if we have a USOC
20 that is a feature or a product or a service and it's
21 not on that list, it should be available with UNE-P.
22 But, in fact, that is not what that list is. It's
23 some AIN features, some packages, some voice
24 messaging. But there are other things that aren't
25 available with UNE-P that aren't on there.

1 And I suppose you can just change the title,
2 but it would be nice -- again, our request since 2000
3 has been sort of to take the list of things with
4 resale that are available or not available and just do
5 those for UNE-P so you don't have to wait for every
6 time there's a request. Can we get scan alert or not.

7 And rather than go USOC by USOC, if you would
8 comb through them and add them to one list or the
9 other, it would be more clear. So in addition to
10 just -- we happened to have mentioned these examples
11 which we've found recently, but then the next time a
12 feature comes up that's not addressed on one list or
13 another. And I say feature. The next time a USOC
14 comes up that's not on one list or the other, we don't
15 want to do this again because you could go through the
16 USOCs and put them either on the available list or the
17 unavailable list. And that would be our request.

18 MS. JOHNSON: Karen, this is Bonnie Johnson.
19 I'd like to add something, if I could.

20 MS. CLAUSON: Please do.

21 MS. JOHNSON: There seems to be as we were
22 doing the UNE-P migration a lot of confusion,
23 particularly as it relates to the UNE-P Centrex
24 Plus/Centron product. There appeared to be several
25 USOCs that are not available. However, we were told

1 it's not available but don't remove it because we
2 change it to this. So it's not available, but there
3 is something like that that is available, and it just
4 changes in that process. And I just wanted to add
5 that that is a real source of confusion. And it was
6 communicated to us by Qwest that particularly as it
7 relates to the UNE-P Centrex Plus and Centron that the
8 product catalog needed some updating and some work.

9 MR. BELLINGER: Okay. Are you going to
10 respond?

11 MR. CRAIN: Yeah, I guess we'll look at that
12 issue when we look at putting together this late-filed
13 exhibit.

14 MR. BELLINGER: Okay.

15 MR. WHITT: This is Michael Whitt again. We
16 will do that. We'll take it back.

17 The intent of the documents, of course, is to
18 be as comprehensive as possible; hence, the reason
19 they are dynamic and changing and being corrected
20 continually and going through the CMP process, either
21 omissions or errors or inclusions are identified. And
22 in those instances, they're corrected. So it helps us
23 if we certainly do review internal documentation, when
24 or if you find errors to present it to either the
25 sales or account teams or go through CMP.

1 MS. CLAUSON: And we've given those errors to
2 a service manager, and they've written back and said
3 that the product catalog will be updated, and that
4 just hasn't happened. Let's see, the last e-mail I
5 have from our service manager on this with a matrix
6 attached -- I'm trying to find it as I go through all
7 these features documents -- is -- we have one from May
8 where there are notations, things like, no need to
9 remove the USOC because Qwest will change it to
10 another USOC. Things like that. And so we have
11 reported that to our service management, they have
12 confirmed that it's the issue, and no correction has
13 been made yet. And you could certainly go talk to our
14 service management team at Qwest about that.

15 MR. BELLINGER: Okay.

16 MR. CRAIN: Next.

17 MS. JOHNSON: Karen, this is Bonnie Johnson.
18 Qwest commented that they do update the documents
19 regularly. And if you do look at the top of the
20 document for the features not available with UNE-P, it
21 says, last updated 11/2000.

22 MR. WHITT: This is Michael Whitt.

23 Probably looking at the downloadable document
24 or matrix that detail the unavailable features. I'd
25 have to look on our site to see what the current

1 revision date is. But I was generally referring to
2 the PCATs themselves being continually updated.

3 MS. CLAUSON: Bonnie, are you looking at the
4 Web site or some printed document?

5 MS. JOHNSON: The Web site.

6 MR. BELLINGER: Okay. Check that again.

7 MR. CRAIN: Next issue we were going to
8 address was a couple issues on provisioning of DSL and
9 fixes we have in place for those.

10 MS. BLISS: This is Susie Bliss.

11 I heard DSL issues yesterday, so we want to
12 take the opportunity to see if we still have gaps
13 here.

14 When I hear DSL issues, I think of disconnect
15 in error. I heard that yesterday. The escalation
16 process when things do go awry. And then Central
17 Region only issue around DSL.

18 So taking those one at a time, when I look at
19 the disconnect in error, our records show we had five
20 cases of this with Eschelon. Again, process work
21 involves unraveling it, looking at the root causes,
22 trying to figure out what went wrong here. And we did
23 figure it out. We put some process modifications in
24 place on July 11th of this year. We've looked at 133
25 orders so far, and they've all flowed through

1 correctly without any disconnect in errors. And we
2 did comment on this in our FCC filing. So if there is
3 still an open issue, we're not aware of that.

4 MS. CLAUSON: Our open issue is what is your
5 policy? We have been told that your policy when this
6 happens, told by Qwest, that your policy when this
7 happens is we have to wait the interval for it to get
8 fixed. Then we've also been told -- we're receiving
9 conflicting information. We've also been told that
10 no, that's not your policy. But then in some of these
11 cases, it took a couple days. What is Qwest's policy
12 with respect to correcting these and where is that
13 documented?

14 MS. BLISS: We did talk to all of our CLEC
15 customers about this in detail July 17th in the CMP
16 meeting. And we did talk about a couple of things.
17 Product management did recently reduce the intervals
18 for this product line. It was ten days, and I believe
19 it went to five days, so that should help. We did
20 talk yesterday about the process on both the retail
21 side and the wholesale side is you put the order back
22 in the system. You put the standard interval on, and
23 you escalate where appropriate.

24 On the one order where we did look at it and
25 utilize the escalation process on a DSL that went

1 disconnect, we were able to escalate that and meet the
2 due date. So that's -- our policy is, to be clear, we
3 put the order back in just like our retail partners,
4 and we escalate.

5 MS. CLAUSON: So your policy is even if the
6 error is Qwest's, the CLEC customer has to wait the
7 full five-day interval?

8 MR. CRAIN: That's not what she said.

9 MS. CLAUSON: That's what I'm trying to
10 understand. You try to escalate it, but you make them
11 put in a new order.

12 MS. BLISS: On the retail side.

13 MS. CLAUSON: When you say it's like Qwest,
14 when does Qwest have a situation when the CLEC
15 disconnected in error. Where it's somebody else's
16 fault, yet they have to wait for somebody else to fix
17 their error.

18 MS. BLISS: You know, there's no CLECs on the
19 retail side, but you do know that they have to
20 actually type the order, too, and they do make typos.

21 MS. POWERS: At what point would that cause a
22 retail customer who has voice service, happens to have
23 DSL, where oops, we disconnected the DSL?

24 MS. BLISS: We probably should have somebody
25 from retail answer that question.

1 MR. CRAIN: But the bottom line is the policy
2 is you we put in the order, but we escalate it and get
3 it done as fast as we can.

4 MS. BLISS: Moving on to the escalation
5 process. We did take a look at that process because
6 when we did do the escalation, it was something that
7 we looked at and said, can we make this process even
8 better. So we did modify that process as well
9 effective July 16th and made sure that people on down
10 the line were clear about when they get this sort of
11 escalation what they need to do about it. So we did
12 make process improvements on that piece July 16th of
13 this year.

14 MS. CLAUSON: When you say that you were able
15 to make the interval, I mean, A, was that what you
16 said for your escalation example? You tried this with
17 an escalation, and you were able to make the interval?

18 MS. BLISS: Correct. That's the one that
19 Joan worked on for you.

20 MS. CLAUSON: Was that the five-day interval?

21 MS. BLISS: I believe it was ten days.

22 MS. CLAUSON: So even with the escalation,
23 you were simply able to make the ten-day interval?

24 MR. CRAIN: Are you talking about the
25 original ten-day interval, or are you talking about

1 the -- what interval are you talking about?

2 MS. BLISS: At the time that the escalation
3 occurred, we were on the ten-day interval.

4 MS. POWERS: So the escalation didn't result
5 in something less than the interval?

6 MS. BLISS: We'll have to go back and check.
7 We'll take it piece by piece and make sure.

8 MS. CLAUSON: So that you understand our
9 concern, if somebody else causes the error and it
10 shouldn't have happened at all, we believe we
11 shouldn't have to wait the entire interval, whether
12 it's ten days or five days, to get it corrected.

13 MS. BLISS: Correct.

14 MS. CLAUSON: And it should happen in a
15 shorter amount of time.

16 MS. BLISS: Correct. And we said in CMP that
17 if you have unique situations, please use the
18 escalation process.

19 MS. CLAUSON: And for a person -- a CLEC who
20 didn't happen to attend CMP, where is this documented
21 so they know this about this process improvement? And
22 when they look up and they're dealing with a person on
23 the phone, and they could say, no, you're supposed to
24 be able to escalate this, where is that?

25 MS. BLISS: It's in our normal escalation

1 process.

2 MS. POWERS: And that specifically says DSL
3 orders that are disconnected in error --

4 MS. BLISS: It does not specifically say DSL
5 orders. It says issues.

6 MS. POWERS: Can I ask Bonnie Johnson as a
7 person experienced in trying to deal with escalations
8 how her experience has been in being successful in
9 that process.

10 MS. BLISS: Sure, if she can focus on after
11 we've made the process improvements.

12 MS. POWERS: From July 16th. Then Bonnie
13 couldn't do that, obviously.

14 MS. BLISS: I just wanted to make sure that
15 we closed the gap.

16 MS. POWERS: And what exactly has happened
17 differently in regards to escalations since July 16th?

18 MS. BLISS: Without getting into system nits
19 and gnats, basically high level, what we did on the
20 DSL issue, for example, it's a ten-step process. What
21 we did is said, stop and look. If it's a DSL issue,
22 check and see where the status of the order is. If
23 it's at, let's say, step 3, then you do these four
24 things. However, if it made it further down the
25 system, let's say it made it all the way to step 8, we

1 clarified and said, do these four things. So DSL is
2 unique.

3 MS. POWERS: How was that communicated or how
4 was that effected?

5 MS. BLISS: We communicated that through our
6 normal MCC channels. We sent a voicemail to the
7 escalation center that said this was really important.
8 We want to make sure that training begins immediately
9 on DSL issues. We feel like we need to improve the
10 process there. And that was done July 16th.

11 MS. CLAUSON: And in the CLEC documentation
12 that CLECs have access to, you aren't aware of
13 anything specific to disconnect in errors that reflect
14 the new process?

15 MS. BLISS: I haven't checked lately, no, but
16 I will.

17 MR. BELLINGER: What is your interval now for
18 DSL restoral?

19 MS. BLISS: Installation is five days.

20 MR. BELLINGER: And with escalation, what
21 would it be?

22 MS. BLISS: It depends on the unique
23 situation. If they need it that day, we try and
24 escalate it and get it to the customer that day. If
25 they needed it in five days -- it depends on when the

1 customer's ready.

2 MS. CLAUSON: And so that you understand,
3 when we get told that it's a policy at Qwest and we've
4 got an issue like this that affects our end-user
5 customer, we're not going to sit around and wait until
6 we have a hundred of these examples. You've told us
7 it's your policy. It's a bad policy from our
8 perspective, and so we raise it because we want to
9 change the policy before we have even more examples.
10 We usually find out about the policy through having
11 one go bad, but then we want to change the policy.

12 So I still feel like we're being told that
13 your policy is we have to wait that whole first
14 installation interval, try to escalate it, but maybe
15 you'll make that. And that's what I think you're
16 checking on or am I just wrong?

17 MS. BLISS: Could you restate that question,
18 please.

19 MS. CLAUSON: I'm a little unclear because
20 you gave an example, and you said in your example, we
21 were able to meet the interval. And if the interval
22 you're referring to is the whole five-day installation
23 interval, our position is that's too long for a
24 disconnect in error that shouldn't have happened. So
25 we are hoping the answer is something different from

1 that.

2 MR. BELLINGER: I would assume if it's
3 disconnected in error, then I need it today, and so I
4 would get it restored today.

5 MS. CLAUSON: But in the examples we had,
6 that's not what happened. That's why we're asking
7 what it is.

8 MR. BELLINGER: But she's changed the process
9 is what I understood.

10 MR. WHITT: This the Michael Whitt.

11 While she's looking for the repair
12 installation information, I think it's important to
13 emphasize as well that when we were made aware of the
14 conversion issues -- DSL, of course, should not ever
15 go down. We did review with the ordering and
16 provisioning folks on our team how those orders should
17 in fact be written, so it may have been a coaching
18 issue, too, from that perspective. That was done in
19 conjunction with the process change and the
20 reinforcement of the escalation that is necessary when
21 or if a DSL service does go down in the future.

22 MS. POWERS: And our experience is sometimes
23 the result of DSL going down in error is a result of
24 Qwest's inaccurate customer service showing DSL on a
25 different line than the one in fact it was on. So

1 those are issues -- inaccurate service customer
2 records on the part of Qwest I don't think would be
3 covered by what you just stated, I believe.

4 MR. WHITT: That is a separate issue. We did
5 comment on the filing or on the exhibit that we
6 submitted today in detail. But generally, in the --
7 as an overview, in the early part of June, due to a
8 maintenance and repair issue on Centrex Plus lines or
9 Centron with DSL only, not Centrex 21, there is in
10 fact an issue with how the record is situated when DSL
11 is on the line. Again, it's in detail on that
12 exhibit. But we put a DPA FID, which is a different
13 premises address FID, on the account for Centrex main
14 station lines. Has to do with 911 primarily. And
15 that, in fact, impacts the records on the DSL service.
16 And so that is one of the processes that we referred
17 to earlier that has been refined and that we've
18 mentioned I think during the CMP meeting. And so
19 that's something that was brought to our attention.

20 Importantly, there are only -- we did do a
21 poll of all of the existing Centrex Plus and Centron
22 lines across the territory, and there were less than
23 60 total both on resale and UNE-P. And none of those
24 were in Arizona.

25 MS. JOHNSON: This is Bonnie Johnson, and I'd

1 like to comment, please, because it's clear to me that
2 we have identified specific, separate DSL issues, and
3 everybody is melding those together. So I would like
4 to comment first on Susie's comment and when she was
5 talking about the DSLs that went down.

6 Those were a part of -- Susie, I'm assuming
7 that you are referring to the test orders that were
8 placed on the UNE-P migration that were managed by the
9 Minneapolis center. Am I correct? And, you know, the
10 comments that we're making about disconnect in error,
11 you know, I really want to avoid -- you know, we've
12 got a separate section where we talked about the
13 inability in the UNE-P migration progress or process
14 to be able to migrate our customers onto the UNE-P
15 product with DSL without the DSL going down, and that
16 is a different issue. You know, that is the managed
17 process. Actually, you know, when it first started
18 happening, I'm not certain that it was so timely, but
19 when we did test orders, the first test for the
20 process, that ended up not working. The Minneapolis
21 center was able to get those the same day. We were
22 grateful for that. But somebody was sitting right on
23 top of those.

24 What we're talking about in this first
25 section of what I thought was being responded to is

1 once again not the UNE-P migration, just our regular
2 process order flows when we are doing a conversion of
3 a customer, not in the migration process, and the DSL
4 goes down in error and it's a Qwest error. So I just
5 want to make sure that we're not getting those two
6 confused.

7 MS. CLAUSON: Bonnie, we understand.

8 Susie, can you respond to Bonnie's point of
9 whether she's correct, which ones you're talking
10 about.

11 MS. BLISS: When I say we made process
12 improvements for the disconnect in error and the
13 escalation process, I'm taking a step back and taking
14 a broader picture. It's not selective what type of
15 order scenario it falls in. It's disconnect in error
16 on DSL, whether it be from your UNE-Star project or a
17 new order or whatever. It's a broad process
18 improvement. The same with the escalation process.

19 And, Hagood, you are correct, it was -- we
20 escalated it due the same day.

21 MR. BELLINGER: Good.

22 MS. BLISS: So then the third issue that I
23 think about when I think about DSL issues is one that
24 we haven't cracked the code on from a mechanized
25 perspective, and this has to do with what Michael was

1 talking about, is the DPA issue is Central only. And
2 we have worked up what you hate to hear, a manual
3 process. If you've got an order --

4 MS. POWERS: I'm sorry. Relating that to
5 what we presented, which issue are you responding to?
6 Because that DPA doesn't mean anything to other
7 people.

8 MS. DUBUQUE: It's page 11, I believe, in
9 your --

10 MS. BLISS: I think you referred to it as
11 repair records on DSL. This is where if something
12 goes wrong for these types of orders, you call repair,
13 and they can't find the record for our Central Region
14 only.

15 MS. CLAUSON: E-9, page 9. We thought that
16 this issue related to two of your regions.

17 MS. BLISS: Central and Eastern. I'm
18 focusing on Arizona today. Sorry.

19 MS. CLAUSON: And that's the issue. So it's
20 E-9, page 9, DSL repair.

21 MS. BLISS: Yes.

22 So, anyway, we are working on trying to find
23 a system solution on this. We have come up with a
24 rough manual process if you want to test it with us,
25 if you've got a customer that you want to sell DSL on

1 Centrex 21.

2 MS. CLAUSON: In the meantime, it's our
3 understanding for this that you do not have this issue
4 for retail; is that correct?

5 MS. BLISS: That is correct. They do not use
6 DPA.

7 MS. CLAUSON: And so are you continuing to
8 sell DSL through retail while we cannot for CLECs?

9 MS. BLISS: Correct. That's why we came up
10 with a process --

11 MR. WHITT: It's important to emphasize that
12 we do not have any issues with -- other than standard
13 conversion problems that we discussed earlier -- with
14 DSL on Centrex 21. It's the Centrex Plus and Centron
15 accounts where -- in our billing systems and elsewhere
16 we use a different premises address on main station
17 lines for 911 purposes.

18 On those accounts, because of the DPA, there
19 is a DSL conflict. The USOCs don't relate correctly.
20 And what Susie talked about previously was the manual
21 process that her team has come up with to address
22 that. And so we are not withdrawing the product by
23 any means. You can submit an order today -- and, in
24 fact, I thought we talked about that at CMP or
25 subsequently, we would encourage you to do that, and

1 we will manually work that order right now to make
2 sure as a test order that that manual workaround is
3 working correctly.

4 What it does is temporarily removes the DPA
5 and then puts it back on. It is somewhat intensive,
6 but we think that in the interim, it will be a
7 successful process and avoid any disconnection or any
8 repair issues.

9 MS. CLAUSON: And, again, in the interim, the
10 retail does not have to do this manual process you're
11 describing for CLECs?

12 MR. WHITT: That's true. But this is an
13 internal process. There won't be anything for you to
14 do. It's something that we have crafted inside to
15 handle these orders.

16 MS. CLAUSON: I don't have to flag the order
17 or anything?

18 MS. BLISS: No.

19 MS. POWERS: Don't have to tell anyone?

20 MS. BLISS: I'm going to test it with my
21 technology partners first.

22 MS. POWERS: So we can't do it today?

23 MS. BLISS: You can do it today. Cindy Wells
24 has had conversations with Bonnie Johnson.

25 MS. POWERS: Bonnie, do you have something to

1 add?

2 MS. JOHNSON: I do have something to add.

3 Actually, Qwest has asked us for an order that we're
4 going to add Centrex -- or add DSL onto a Centrex
5 order. We're more than happy to assist them in doing
6 the beta on that. I just want to go on record as
7 stating that Michael had identified, yes, we encourage
8 you to do that, to order. I just want to go on record
9 as stating that we were asked by our service manager
10 not only is that when we were going to be adding DSL
11 to a Centrex Plus or Centron line that we change the
12 class of service of that to Centrex 21.

13 MS. POWERS: So they did not want you to add
14 DSL onto Centron and Centrex Plus?

15 MS. JOHNSON: And at the time we added it to
16 change the class of service.

17 MS. CLAUSON: Which is a change in process on
18 our side.

19 MR. WHITT: This is Michael. Can I ask when
20 that was, Bonnie?

21 MS. JOHNSON: That was when the issue was
22 first identified to us, Michael. And I would have to
23 say that that meeting was held -- I'm going to say
24 roughly six weeks ago.

25 MR. WHITT: Okay. I'm not personally

1 familiar with that process change, but it was probably
2 in an attempt to make that conversion as quickly as
3 possible for Eschelon. But since the problem's been
4 identified, we did the root cause analysis, that's not
5 a process that we would want any longer. And I think
6 that's why we've been in relatively continuous contact
7 for you, and now we're waiting for that beta order
8 just to make sure it does flow through or is processed
9 in the manner that it should be.

10 MS. JOHNSON: And I appreciate that, Michael.
11 And I just want you to know that this request was not
12 in relation to a single order to get it through. It
13 was an ask-on-a-going-forward basis that if we add DSL
14 to a Centrex Plus or a Centron account in the Eastern
15 and Central Regions that we change the class of
16 service to Centrex 21 at the same time.

17 MS. BLISS: Bonnie, this is Susie. I'm
18 making a note that we're going to be taking this back
19 because I'm not familiar with that one.

20 MS. JOHNSON: I just wanted to communicate
21 that to you. I think that, you know, it sounds as if
22 you have developed some type of workaround process,
23 and we're happy to work with you to get you that beta
24 order because our response to that at the time was no,
25 we will not do that. So, you know, that you either

1 need to pull the product from offering or get it
2 fixed, you know. So we did not agree to do that at
3 the time it was requested of us.

4 MR. WHITT: This is Michael again, real
5 briefly.

6 Thank you, Bonnie. I think that that was
7 probably an aggressive attempt by one of our sales or
8 service managers to get the service in as quickly as
9 possible and do the conversion. But we don't meet
10 that now, we give standard conversion Centrex Plus or
11 Centron to the standard UNE-P class of service.

12 MR. CRAIN: Next issue is for Chris. Chris
13 can address the Qhost issue.

14 MS. SCOTT: Which is it?

15 MR. VIVEROS: And that is also in the
16 Eschelon filed comments on Qwest's application. It's
17 on page 12 listed as DSL ordering.

18 And I'm sorry, Karen, this is E-9?

19 MS. CLAUSON: E-9, page 12.

20 MR. VIVEROS: First I want to clarify, Qhost
21 is not a system or an interface that we make available
22 to CLECs. The Qhost Web site or system is made
23 available to ISPs so that ISPs can get customer
24 configuration information that they need for DSL
25 customers, whether that's a Qwest retail DSL customer

1 or resale DSL customer. They need the configuration
2 information in order to make the service work. It's
3 not used for ordering DSL on a resale basis. IMA is
4 used for that, the tools in IMA to qualify a line and
5 then to submit the LSR for the DSL order itself.

6 The fact that it is not a CLEC DSL ordering
7 tool is why it is not within the scope of the
8 CMP-negotiated outage notification. There was
9 definitely an outage. The length of the outage was
10 associated with a transition of production support
11 responsibilities from an isolated individual who was
12 responsible for the site to a normal production
13 support process. But above and beyond that, as is
14 clearly stated on the Web site, when the tool itself
15 is not available, there are published numbers where
16 any ISP can call and get the configuration
17 information.

18 MS. POWERS: A couple of comments on that.
19 It will be short.

20 Qhost is required for us to be able to
21 basically render DSL effective for our customers. DSL
22 line not connected to the Internet wouldn't do a lot
23 of good for a customer. So it basically doesn't allow
24 us to complete providing service to the customer
25 unless we can utilize information there. And you are

1 correct, you can dial a number and talk to somebody
2 about it, but when we were trying to call that number,
3 they said, who the heck are you? You're a wholesale
4 company. You're a CLEC. We don't talk to people like
5 that. We talk to retail end-users. So we didn't find
6 the alternative method to be very effective in trying
7 to provide our customer service.

8 MS. CLAUSON: Since your Web page directs
9 people to call that number, are they supposed to be
10 able to help us?

11 MR. VIVEROS: Certainly if you identified
12 yourself as a CLEC, it may have caused confusion
13 because they're used to dealing with ISPs, but we can
14 follow up and talk to the people at the contact
15 number. It sounds like there are occasions instead of
16 having the ISP perform the work, Eschelon is
17 performing the work on the ISP's behalf and handing
18 that information off to your partner ISP.

19 MS. POWERS: As many CLECs are, Eschelon is
20 an ISP as well.

21 MR. VIVEROS: And that's what I thought. I
22 assumed that you were functioning as an ISP. And we
23 can certainly make sure that it's clear that lots of
24 businesses wear multiple hats. And certainly when
25 you're calling about getting customer configuration

1 information or using the Qhost site, you really are
2 functioning as an ISP and there is not an issue about
3 having to redirect you from a wholesale CLEC
4 standpoint to that side of the business.

5 MS. POWERS: Will Qwest begin to include
6 Qhost and the center that supports it in its wholesale
7 service standards and how that communication works?

8 MR. VIVEROS: It is outside the scope of CMP
9 because it is not a CLEC-specific interface. It is
10 for ISPs.

11 MR. CRAIN: Next issue is --

12 MR. BELLINGER: I'm going to do -- we're
13 going to do something different for a few minutes. On
14 the agenda was AT&T wanted to ask some questions of
15 Cap. Bob's not here.

16 So we're going to take a few minutes and ask
17 them some questions.

18 MR. WOLTERS: We've been marking the filings.
19 So since we're going to discuss this filing, we're
20 going to go ahead and mark it as AT&T Exhibit 1.

21 MR. BELLINGER: Which filing is that?

22 MR. WOLTERS: Our comments.

23 (Discussion off the record.)

24 MR. BELLINGER: Let's take a five-minute
25 break.

1 (Recess taken.)

2 MR. BELLINGER: We just went back on the
3 record.

4 MR. WOLTERS: AT&T handed out what we are
5 going to mark as AT&T Exhibit 1, which is AT&T's
6 Comments on CGE&Y's Responses to the Arizona
7 Corporation Commission Staff's Data Request to the
8 Consultants. So we were going to ask some questions
9 of CGE&Y about those responses.

10 MR. WYNN: Rick, before we get to the
11 questions, I think it would be appropriate for CGE&Y
12 to mark our responses to the Staff data request, and
13 we would do that as CGE&Y Exhibit 1.

14 And we do have one correction to that, and
15 I'll let Mr. Dryzgula take care of that. It's on page
16 3.

17 MR. BELLINGER: Did you file this? When was
18 that published?

19 MR. WYNN: It was sent to Staff on July 10th
20 of 2002. And the correction, Bob, is on page 3. Is
21 that correct?

22 MR. DRYZGULA: Yes.

23 MR. WYNN: And would you go over that for us.

24 MR. DRYZGULA: I would point you to page 3 of
25 CGE&Y Exhibit 1, response to Staff Data Request 1-2

1 under the subheading of Relationship Management
2 Evaluation. I'd like to correct the quantities of
3 questionnaires by category.

4 First I'll read what it does say, and then
5 I'll give you the correction.

6 It currently says seven questionnaires were
7 received back on account establishment. The correct
8 number is six.

9 Seven on account management. The correct
10 number is six.

11 Seven on training. The correct number is
12 five.

13 Six on interface development. That is
14 correct.

15 And six on Qwest Co-provider Industry Change
16 Management Process. The correct answer is five.

17 Those are the corrections.

18 MR. BELLINGER: Okay.

19 MR. WOLTERS: Bob, I think you identified the
20 questionnaires in the final report, also. So the
21 final report should be amended to reflect your answers
22 today?

23 MR. DRYZGULA: I would tend to agree with
24 you. I just don't know the proper process to go about
25 that. The numbers that were in our data request

1 response were taken directly from our final report of
2 last December. However, under more scrutiny by AT&T
3 and ourselves, these are the correct numbers.

4 MR. WOLTERS: Thanks.

5 MR. CONNOLLY: Are you sure about the change
6 management number? Because I thought Liz and I had
7 coordinated on that.

8 MS. LEHR: We coordinated EDI.

9 MR. CONNOLLY: But we agreed on what the
10 totals were for CMP. I thought we had agreed on
11 seven.

12 MS. LEHR: For change management, the report
13 showed six. You showed five in your e-mail, and we
14 also agreed with you that there were five in the data
15 viewing room.

16 MR. CONNOLLY: Okay.

17 Turning to AT&T 1, we asked to have clarified
18 by Cap -- and this is in regards to Staff 1.1 -- we
19 asked to have CGE&Y clarify the specific sections of
20 the MTP and the TSD that is using to limit its answers
21 to Staff's request where Cap said CLEC input is
22 surrounded with a set of assumptions and constraints
23 based on the MTP and the TSD. But it is unclear what
24 sections you are referring to.

25 MR. WYNN: Tim and Rick, I'm going to object

1 to the characterization -- Bob, can you answer if
2 there's a question other than on a legal
3 interpretation of this request.

4 But in our response, and I think specifically
5 you're pointing to the fact that we defined CLEC input
6 to include input from commercial CLECs as provided --
7 that was required by the design of the test as
8 provided in the Master Test Plan, the MTP, and the
9 Test Standards Document, the TSD.

10 That was not meant to be a limitation in
11 terms of our answer. Rather, looking at the questions
12 that were asked by Staff and taking them in context,
13 then in Staff Request 1-1, 1-2, and 1-3, the questions
14 that were asked were focused on the performance of
15 each of the five tests. If you look at Staff request
16 1-1, it says: Please indicate by each of the five
17 tests performed whether your test activities were --
18 and then it asks a series of questions 1, 2, or 3.

19 If you look at 1-2, which is a continuation
20 of that after you put the different items in
21 categories as requested by 1-1, it says: Of the
22 evaluations falling into Category 2 and 3, please
23 provide the name and a brief description of the
24 involvement of CLECs participating in each evaluation.
25 And then it goes on to provide examples of that type

1 of involvement. For example, CLEC provided facilities
2 for CGE&Y or HP to use, et cetera.

3 And then looking in -- well, we can just even
4 stop there.

5 We interpreted the request to have us
6 provide -- have CGE&Y provide information about CLEC
7 participation in the execution of the test. And we
8 did describe that in our answer.

9 We also described in addition to those test
10 activities that were provided in the TSD and MTP, and
11 we can get the cites for you if you'd like, but as you
12 know from the MTP and TSD, it lists discrete test
13 activities that were required in each section of the
14 test, and that's what we were referring to.

15 However, our answer, contrary to what you
16 state in your comments, was not limited to identifying
17 those types of CLEC input. Rather, as we noted, in
18 addition to -- and I'm reading from our page 1 of
19 Exhibit 1: In addition to that required or designed
20 level of input, CGE&Y and the ACC Staff received CLEC
21 input as to the overall test process on specific tests
22 during Test Advisory Group (TAG) meetings, and during
23 the interim and final workshop process. And we cited
24 in our report where we extensively discussed those
25 activities.

1 So, again, this was not meant to be a
2 limitation but, rather, to interpret the words "test
3 activity" used in the Staff request in the context of
4 the other Staff request and the context of the
5 execution of the test.

6 MR. CONNOLLY: Well, our concern is that if a
7 CLEC provided Cap with some information that Cap now
8 takes a look at and decides it was not required by the
9 MTP or the TSD -- and I'm not sure exactly what you
10 mean by "required," but let's say covered by whatever
11 provisions or sections that say, participating CLEC or
12 CLECs in general. But if you came into possession of
13 information from a CLEC and you say, now it wasn't
14 required, then your answer is not going to provide
15 that information, whatever it was, to the Staff in
16 response to this request.

17 And what we want to make sure is that the
18 information that you receive from CLECs throughout
19 this test is identified and provided to us. And when
20 you say, we're only going to give you the stuff that
21 the TSD requires, that is where we're concerned about
22 that limitation of the information that you're
23 providing to us.

24 MR. DRYZGULA: Tim, I concur with Mr. Wynn's
25 characterization that -- and I take issue with your

1 statement that we did in any way, shape, or form limit
2 because of the TSD. We accepted and appropriately
3 utilized various types of input during the entire
4 duration of the test. That goes all the way back to
5 the design of the test, the execution of the test, the
6 reporting of the results of the test as you know
7 through the workshop process and probable retests
8 where concerns from various parties present were
9 raised and brought to our attention and we felt that
10 they required a level of attention.

11 We used commercial data whenever it was
12 provided. We used commercial problems whenever they
13 were offered. And we took guidance and input as to
14 the design of certain tests. I'll use the Capacity
15 Test because I believe that was one of the most
16 collaborative ones where much input was received.

17 But when it came to the execution of the
18 tests and the analysis of the data, that was done at
19 the discretion of the test administrator, Cap Gemini
20 Ernst & Young. Anything brought to our attention was
21 given due consideration, and no input, no matter how
22 you characterize the word "input," was ignored.

23 MR. WYNN: I guess to expand on that, our
24 understanding of test activities in this context and
25 in the context of how these data requests came about

1 was -- take these five individual tests. Which of
2 those required CLEC input or CLEC input was going to
3 be part of that. For some, like the Capacity Test,
4 yes, some of the test planning activities required
5 CLEC input or CLEC input was provided for under the
6 TSD. But in terms of executing the test, no CLEC was
7 involved other than the Pseudo-CLEC.

8 And so in framing our answer, the issue was,
9 for CGE&Y to do its report from the execution of the
10 test, did they need CLEC input. And that's how we
11 interpreted it. We think that's a reasonable
12 interpretation. And it's probably just a disagreement
13 between us and AT&T, but that's why we referenced the
14 TSD and MTP requirement. Not in terms of limiting,
15 but in terms of defining what was meant by "test
16 activities." And we think we took a reasonable
17 interpretation.

18 MR. DRYZGULA: Let me follow up on that, as
19 well. There were also cases where various CLECs, I
20 can name them, lended their assistance to us by virtue
21 of letting us use their facilities, be it their system
22 or communications gear or whatever, to aid us in the
23 execution of the test. We do not consider that CLEC
24 input because they were our test scenarios designed
25 per the MTP and TSD, executed from their site and the

1 analysis -- the results and the analysis done by Cap
2 Gemini Ernst & Young.

3 So the fact that we, for example, executed
4 EB-TA maintenance and repair transactions from a
5 WorldCom site does not mean that we took input from
6 WorldCom. It means that we executed our test
7 scenarios using their system.

8 MR. WYNN: And I think the last thing I would
9 say about that is in terms of the five tests, there
10 was one, the Relationship Management Test, in which
11 CLEC input was a part of that "test execution." We
12 were required to obtain input from the CLECs and to
13 factor that in with other things we were considering,
14 including reviewing Qwest documentation, including
15 documentation from their Web site and forming our can
16 collusions. And that's why you'll see that of the
17 five tests, the one that we said was partially
18 dependent upon CLEC input was, in fact, the
19 Relationship Management Evaluation.

20 MR. CONNOLLY: Maybe what we're having a
21 problem here with is a definition that you wrap
22 yourselves in on what does CLEC input mean because
23 it's my opinion, our opinion, that the Capacity Test
24 required CLEC input, and you say it didn't require
25 any.

1 MR. DRYZGULA: I beg to differ. The Capacity
2 Test required CLEC input. I agree with you on that.
3 In the planning, in the design, and in the execution
4 of the ORT, Operational Readiness Tests. It required
5 no such input or no decision-making when it came time
6 to execute the Capacity and the Stress Tests. Those
7 were solely at the discretion of the test
8 administrator.

9 MR. WYNN: And I would note that our answer
10 is exactly that. I'll read it for the record: The
11 execution of the Capacity Test was not dependent on
12 CLEC input.

13 That's what we said. The execution of the
14 test wasn't dependent upon CLEC input.

15 MR. CONNOLLY: I understand that. And our
16 comments go right back of that and say that's patently
17 not true because CLEC input was absolutely required to
18 conduct the Capacity Test. And we go down through
19 each one of your responses where we disagree on
20 apparently what you mean by input.

21 MR. DRYZGULA: I don't think we're going to
22 resolve that, then. But I would point out for the
23 record that the record is very robust on these issues.
24 We have had various workshops we explored any and all
25 issues raised by AT&T and other parties with regard to

1 any and all issues brought to the fore on the design
2 of the test, the execution of the test, the analysis
3 of the results of the test. The record is very
4 robust. What we thought begot these data requests was
5 something completely outside of the execution of our
6 test, which was basically concerns that certain CLEC
7 input was not received or not paid attention to. And
8 I'm here to reaffirm that anything that was given to
9 us voluntarily or that we requested was utilized in an
10 appropriate manner.

11 MR. CONNOLLY: But we read Staff's request to
12 be for you to disclose the information that you
13 received from CLECs to develop, plan, and execute and
14 evaluate the results of the test. Nothing in the
15 Staff's request says, just give me the stuff that
16 deals with execution. Just give me the stuff that
17 deals with analysis. It says, give me the
18 information.

19 MR. WYNN: But, Tim, that's not what it says.
20 It says, please indicate by each of the five tests
21 performed whether your test activities were --

22 MS. SCOTT: Can I interrupt a moment since
23 this involves the Staff data request and our intent.
24 I think we'd like to take a look at the data requests
25 again. And if we feel that some follow-up is

1 necessary based upon the comments filed by AT&T, then
2 we will follow up with additional data requests. But
3 I think Cap has made clear what its understanding was.
4 So I don't see the need to go into that further at
5 this point, but we will take a look at your comments
6 and then decide whether follow-up is necessary.

7 MR. WOLTERS: Just what Tim was saying at the
8 very end, we looked at the data requests from the
9 reason that they were put out in the first place. And
10 that goes back to the commissioners having some
11 concern that there wasn't some CLEC participation. If
12 there had been CLEC participation, would the results
13 of the test have been different.

14 So what they were trying to do -- my
15 understanding what Staff was trying to do is say,
16 okay, tell us what CLEC participation there was, what
17 was used, so we can go back and demonstrate to the
18 commissioners whether, in fact, there was or wasn't
19 any effect from lack of participation.

20 So we're approaching it from that perspective
21 so we can see it in a broader sense whether, in fact,
22 all the CLEC -- what, in fact, was the extent of CLEC
23 participation regardless of the test parameters. And
24 then of that participation, what was used to make your
25 findings and which wasn't. And that's the way we

1 looked at it in a broader sense.

2 And so when we read your data request
3 responses, we felt that it was narrowed and narrowed
4 to the extent that you didn't truly answer what we
5 felt the intent of the questions were. That's kind of
6 the thrust of a lot of our response is we just felt it
7 got narrowed. And, therefore, it doesn't let Staff
8 and the commissioners accomplish what really they
9 wanted to do in the first place and why it generated
10 the Staff's request. So that's kind of where we're
11 coming from.

12 MR. WYNN: Our response to that would be,
13 Maureen, I agree with you. It's not AT&T's request
14 that we're responding to. It's Staff's. And if we
15 took an interpretation that's different than what you
16 intended, we're glad to modify. But I think to the
17 same extent, we should explain what we did in looking
18 at this -- we looked at, again, we're divining other
19 people's intent. But just so you know we had a
20 rational basis for it, we understood the concern to
21 possibly be that there were some activities with
22 regard to the execution of these five tests that were
23 dependent upon CLEC input.

24 And the question was really, tell us, of
25 these five tests, where was CLEC input really needed,

1 where wasn't it, and where was it kind of needed so we
2 can get a sense as to the potential effect on each of
3 these five tests from an alleged lack of CLEC input.
4 So what we did is we went through the test activities
5 discussed in the MTP and TSD for each of the five
6 tests and said, for each of those, was this a test
7 that was executed with CLEC input or not. And that's
8 where we came up with the answer relationship
9 management. That was our basis.

10 If, however, as Maureen stated, Staff wants
11 us to provide an answer -- a different answer, we're
12 glad to do that. But that's the basis on which we
13 answered this question.

14 MS. SCOTT: And in hindsight, our questions
15 were worded generally. I think we could have been
16 much more specific, and I think that probably led to
17 the confusion over how the --

18 MR. WOLTERS: I think his response pretty
19 much sums up the approach. And I think with what he's
20 said and what you've said, let's move on.

21 MR. DRYZGULA: Before you do that, let me
22 supplement Ed's statement by I considered these data
23 requests sort of a discovery activity. So if you look
24 at the volumes of pages of our various reports,
25 including our Final Report and our Performance

1 Measurement Audit Report, they go into great detail as
2 to the steps that were taken and the designs of the
3 test and the issues that were discovered.

4 And then I can refer you to these boxes on
5 the floor over here of the thousands of pages of
6 transcripts from the previous workshops where all of
7 that was discussed in open forum. So when these
8 questions came along, I really took them as, is there
9 any new news that all of the publications and all of
10 the discussions and all of the workshops haven't
11 divulged yet? And quite frankly, there wasn't much.

12 MR. CONNOLLY: I just want to clarify
13 something in Staff Request 1-2 and 1-4, which is the
14 second paragraph in the relationship management
15 response.

16 In both of these questions, Staff asks for
17 the identification of the individual CLECs. And in
18 the second paragraph, you don't provide that. Would
19 you provide that information about those CLECs
20 featured in the second paragraph of both of those
21 relationship management subsections.

22 MR. WYNN: Let me clarify one thing about
23 your question. Are you directing it to the second
24 paragraph?

25 MR. CONNOLLY: The second paragraph of the

1 relationship management portion of your response to
2 Staff 1-2 and 1-4.

3 MR. WYNN: And my understanding of this, and
4 Bob will confirm it or not confirm it, is that when we
5 referenced this CLEC forum that we did not keep track
6 of as far as I know -- and Bob can say yes or no to
7 it -- of these comments by CLEC. I believe that what
8 we did is we attended that CLEC forum, we listened and
9 heard different things from various CLECs. We did not
10 keep notes of records by CLEC of those comments that
11 were raised. So if you're asking us to provide that,
12 we just don't -- simply don't have that information.

13 MR. WOLTERS: Did you keep notes of the
14 telephone interviews?

15 MR. WYNN: I don't believe we have those
16 notes, do we?

17 We don't have notes. Bob can verify that,
18 but I don't believe we have those notes.

19 MR. WOLTERS: You talk about informal
20 interviews. Were there any notes kept of the informal
21 interviews?

22 MR. DRYZGULA: In one case, there was, and
23 you asked for and received those as a follow-up to our
24 last workshop.

25 MR. WYNN: Other than those that we've

1 already produced in the workshop, I don't believe
2 there are any, and I'm turning around to get
3 verification.

4 No, there weren't.

5 MR. DRYZGULA: And with regard to the CICMP,
6 now CMP, meetings, we attended in person or monitored
7 by telephone and/or read the meeting minutes kept from
8 there and gleaned information out of that. But as
9 CGE&Y was not an active member nor participant, we
10 don't have any official records. If you want to know
11 what happened, read the CMP meeting minutes.

12 MR. WOLTERS: Let's go -- I understand that
13 with the CMP. But if you look at the question, it
14 says, essentially, please provide the name and a brief
15 description of the involvement of CLECs participating
16 in each evaluation.

17 So going back down to the relationship
18 management, you cannot reconstruct or provide the name
19 of all the people contacted through telephone
20 interviews, and you cannot provide a brief description
21 of the involvement of the CLECs and the contents of
22 that conversation. You basically can't reconstruct
23 that.

24 MR. WYNN: I don't think we can do that by
25 CLEC.

1 MR. WOLTERS: And the same with the informal
2 interviews?

3 MR. WYNN: That's my understanding.

4 MR. DRYZGULA: Let me add to that that any of
5 the written correspondence, data requests, and/or
6 questionnaires, as you know, are in the viewing room.
7 But they were redacted, and they were redacted
8 basically at the request of the CLECs. So it's
9 treated as confidential, and we have originals with
10 names and company names on them, but I would want
11 to -- I would not divulge which one belonged to which
12 company without getting the permission of the
13 respondent.

14 MR. WOLTERS: Again, our approach to the
15 question was, we assumed that it was asking for a --
16 the name and the description of their involvement. So
17 when we saw that there were telephone interviews,
18 based on the question, we would have thought we would
19 have seen the name of the CLEC and the contents of the
20 telephone interview and what was basically said in
21 response to the question. That's where we're coming
22 from on that.

23 MR. DRYZGULA: Subject to check, I believe if
24 you go to the relationship management workshop
25 transcript where the issue of interviews was both

1 raised and explored by AT&T at that time, our
2 relationship management subject matter expert clearly
3 indicated who he had spoken to and about what.

4 MR. WOLTERS: Bob, it's not our
5 responsibility to go to the transcripts. You were
6 given a set of data requests to answer. If you would
7 have said to Staff, see pages so-and-so and so-and-so
8 of transcript dated so-and-so, that would have been
9 more responsive than just "interviews were conducted."

10 MR. DRYZGULA: We respect your opinion, but
11 we're going to defer to Staff's judgment on that.

12 MR. WYNN: And we can certainly provide cites
13 to the transcript if that's really necessary. Since
14 we were all there, it's kind of there, we know it. If
15 we want to provide cites to the transcript, we can
16 certainly do that.

17 MR. BELLINGER: Anything else?

18 MR. WOLTERS: Not on that.

19 MR. BELLINGER: Okay.

20 MR. WYNN: And I think there's just one thing
21 we need to clarify about one part of the request just
22 for the record. I think there was an impression from
23 AT&T's comments -- and if I'm wrong about this, let me
24 know -- that we sent out the questionnaires more than
25 once. That is not correct. We only sent out the

1 questionnaires once. We had follow-ups by telephone
2 to say, you didn't get your questionnaire in, please
3 respond. But we did not send out an additional set of
4 questionnaires. I just want to clarify that.

5 MR. CONNOLLY: Great.

6 MR. DRYZGULA: And that also was brought out
7 at TAG meetings where we were very frustrated that we
8 weren't getting input back. We had already done two
9 rounds of e-mails and one round of telephone calls,
10 and then we had asked Staff for their assistance, and
11 they sent out e-mails or made telephone calls, one or
12 the other. But the questionnaires were still only
13 received once. So I'd like to clarify that because
14 your exhibit says otherwise.

15 MR. CONNOLLY: Thank you on that.

16 The other issue we wanted to tee up today is
17 the impasse positions between the CLECs and Qwest on
18 the sequence with which CRs will or will not be worked
19 to build up the testing capability within the SATE so
20 that it has a product -- set of product capabilities
21 that are the same as the product capabilities which
22 are in IMA.

23 We had a meeting in the last CMP redesign
24 session held last week, and the identification of the
25 events that had transpired since AT&T and Qwest had

1 developed and submitted various CRs to synchronize the
2 SATE with the production systems for product
3 capabilities was discussed, and the activities that
4 have gone on which have ended up with a set of ten CRs
5 that have been accepted into the CMP prioritization
6 process, some with higher priorities than others. And
7 another series of 13 or 14 CRs that have been placed
8 in this category of withdrawn. And the debate is over
9 the activities that will transpire to work through the
10 additional products that need to get added into the
11 SATE so that it mirrors production system.

12 I characterize the outcome of that meeting as
13 being an impasse because the ways in which those CRs
14 will be processed by Qwest, development work or
15 whatever activities are necessary to implement those
16 SATE CRs and the CLECs' needs for those CRs to be
17 implemented are what's at issue, and our inability to
18 get that resolved is what ended up in this CMP
19 redesign impasse. And we will be bringing that to the
20 Arizona TAG in the next meeting, which is August the
21 9th, to work on that as best we can to see what we can
22 do to get that set of activities moving. So just to
23 put that in front of all of us. And if Qwest has
24 anything to offer on top of that or if I misstated
25 anything, it certainly wasn't intentional.

1 MR. CRAIN: That's fine.

2 MS. BALVIN: Hagood, this is Liz Balvin, if I
3 could say a few things.

4 MR. BELLINGER: Okay, Liz.

5 MS. BALVIN: Just in addition to that, I
6 think what's critical to note is that during the
7 redesign session, Qwest has committed or agreed to
8 going forward to have SATE and IMA sync up. In other
9 words, if there are any enhancements that are agreed
10 to be implemented for IMA, Qwest will automatically
11 provide the resources to add that functionality or
12 capability into SATE. And they've agreed to do that
13 beginning with the 12.0 release, which is due to come
14 out in April of 2003.

15 Tim did acknowledge that there are ten open
16 CRs out there. And the first time that they were able
17 to be prioritized was with the 11.0 release. One
18 point that I wanted to make was regarding a couple of
19 the CRs that I know of, AT&T submitted, one was LID
20 splitting was one was line splitting. They were both
21 submitted in December of 2001 and remain open and
22 outstanding.

23 As far as the 271 process, I believe it was
24 discriminatory for Qwest to automatically implement
25 per the request of the Pseudo-CLEC two products into

1 SATE. They were unbundled distribution loops and
2 unbundled distribution loop with number portability.
3 They were implemented. They did not formally go
4 through the CMP process. They were automatically
5 implemented by Qwest.

6 So the true issue I believe at hand is not to
7 deal with how SATE CRs are going to be in sync with
8 IMA going forward. We filed in the redesign session
9 that there are only these 25 some odd products that
10 currently exist in production and don't exist in SATE.
11 And it's those particular products that we're looking
12 to have Qwest provide the means to have them added.
13 And the alternative that CLECs are provided today is
14 we have to build to the Stand Alone Test Environment.
15 And if one of these 25 products is not in SATE, we
16 have to also build to the interoperability test
17 environment which Qwest has still in place. And as we
18 know from the 271 third party test, HP identified the
19 flaws with interoperability testing.

20 MR. BELLINGER: Okay.

21 MR. CRAIN: I was not going to make a little
22 speech about the merits of this because I thought we
23 were going to do it on the TAG meeting. But since Liz
24 did, I will.

25 A couple of things:

1 First of all, it's technically not a CMP
2 redesign impasse issue. It's an impasse issue that I
3 believe the CLECs are bringing to the table saying
4 SATE doesn't mirror production because these things
5 are not in SATE.

6 We did submit CRs for all of the products
7 that are not supported by SATE but are supported by
8 the EDI interface. We originally built SATE to
9 support all of the products that CLECs had built to in
10 terms of the EDI interface. Two of those CRs were
11 prioritized high. Those are going in the 11.0
12 release. The ten that Tim referred to are ten that
13 were prioritized fairly low and did not make the
14 release.

15 It's our position that it's not necessary --
16 clearly, the FCC has said in the Georgia Louisiana
17 order that a testing environment does not need to
18 support every single product. That's clear from a
19 cite I can provide. And we can talk about that in the
20 TAG meeting.

21 The issue of -- so it's I think unreasonable
22 to say Qwest has to build to all of those end products
23 even though CLECs have prioritized them low.

24 With regard to the remaining ones that were
25 withdrawn, I think its truly unconscionable for CLECs

1 to say that we have to expend significant sums of
2 money to build to those products. Those are products
3 that CLECs clearly indicated they have no need for in
4 the future. For CLECs to now claim that our SATE is
5 somehow deficient because it does not support those
6 products, I just don't know how they can say that with
7 a straight face at this point.

8 And then finally, in terms of building to two
9 separate test environments, that's not how it works.
10 You build to the EDI interface. You test various
11 functionalities using these test environments. It is
12 true that if somebody wants to test something that's
13 currently not supported, they can test it in the
14 interoperability environment. That doesn't mean
15 you're actually building two separate environments.
16 You're simply testing a product you're building to the
17 EDI interface itself.

18 With that, I think we can discuss this all at
19 the August 9 or 8 TAG meeting.

20 MS. SCOTT: I have two quick follow-up
21 questions.

22 Do CLECs use all 25 of the functionalities
23 that they want to put in?

24 MR. CRAIN: CLECs have not built EDI
25 interfaces -- and I need to check on this, but it's my

1 understanding they have not built EDI interfaces to
2 any of those additional products they want included.

3 MS. CLAUSON: And we're building an EDI
4 interface, and we do not have Centrex. That's one of
5 the CRs. So nobody might have built to it yet, but we
6 certainly plan to, and that's a big issue for us.

7 MS. SCOTT: Right. I was wondering, Karen,
8 about all 25.

9 MS. CLAUSON: But this would be one of them
10 that their response would say no one's built to that
11 as if that meant that it wasn't important to include
12 it. But it's important for us to include it because
13 we've got a vendor now, and we want to use the SATE.

14 MS. SCOTT: And then the other issue that
15 arises is: Was this issue raised before? Because
16 this seems to be more of a SATE issue. Was it raised
17 by any party before?

18 MR. CONNOLLY: This discussion goes back to
19 our debate on PO-19 and the second exclusion that was
20 in there for conditions where SATE and the production
21 system don't match by virtue of a CLEC prioritizing
22 implementation of changes in the SATE. That's where
23 we realized that there had been the set of activities
24 that brought the issue of mirroring into the SATE
25 users group, to the CMP for handling of those CRs, and

1 the miscommunication and misunderstanding of what
2 procedure was to be followed in order to vote these
3 properly into the CMP priority list.

4 The 14 that are in this withdrawn status, we
5 believe that the instructions on how to vote to
6 prioritize those were not explained well enough to us
7 as a group of CLECs, which caused us to not identify
8 those as priority. It doesn't mean to us that they
9 should be withdrawn. It's just that they shouldn't
10 have been as high as some of the other ones were since
11 we had to lay out what would be the sequence of events
12 that we want to have taken to get them implemented.
13 This was after the choice was taken from us to have
14 SATE and production environment the same.

15 So it's sort of an arduous path through all
16 of these various negotiations. It has its evolution
17 back in that discussion about the PO-19 exclusion.

18 MR. CRAIN: The simple answer is every single
19 time we've discussed SATE in a workshop, in pleadings,
20 in hearings, all along the line, the issue of the
21 number of products being supported has come up. To
22 say it just came up as a result of PO-19 is absolutely
23 not true. This has been an issue over and over and
24 over again. And I don't see how you say that those 14
25 that were withdrawn -- we specifically asked people if

1 they had any intention of building to these in the
2 future and whether or not we -- and we said, we're
3 going to withdraw them unless CLECs say they want
4 these. And we withdrew everything except Eschelon
5 decided to adopt one. And I don't know how much more
6 clear that could have been.

7 MS. BALVIN: And to that point, actually,
8 WorldCom did actually emphasize that one of them was
9 forthcoming in our business plans, and that CR was
10 withdrawn.

11 MR. BELLINGER: As we indicated, I think
12 we're going to bring this up in the TAG. I think
13 we've got it on the record here.

14 MR. DIXON: Hagood, I'd just like to make one
15 comment in response to Andy, if I might.

16 Andy has suggested that he can't understand
17 how the CLECs would ask for 25 products or functions
18 to be included in SATE. First I'll represent to you
19 on the phone, I have a very straight face.

20 And secondly, I'll respond to that by saying
21 that is not what the CLECs proposed. The CLECs
22 proposed that the ten that are pending change requests
23 had indeed been requested six by Qwest and four by
24 CLECs, two of which are AT&T, none of which are
25 WorldCom requests. We requested that those ten CRs be

1 implemented by Qwest but that Qwest provide us with a
2 date when they could implement them entirely, all ten.
3 We left that to Qwest's discretion and asked them to
4 get back to us in the change management process.

5 We further suggested that with respect to the
6 15 or 14, whichever number you used, withdrawn change
7 requests, that in the event in the future a CLEC had a
8 good faith request to implement one of those CRs on a
9 going-forward basis, would Qwest commit to
10 implementing those types of CRs where there was indeed
11 a good faith request in the use of the product in the
12 Stand Alone Test Environment to implement that by the
13 next major release or, if one was imminent, the one
14 following that. Again, we suggested to Qwest, give us
15 a proposal how we can get these implemented piecemeal.

16 So our proposal was never to implement all of
17 them at one time but rather to take the ten that are
18 imminent and pending and any in the future of the
19 group that are currently missing from SATE and
20 establishing a time line that Qwest would provide to
21 us so we would have some certainty as to when these
22 products would be entered into the Stand Alone Test
23 Environment. It's only when Qwest came back and said
24 no to those proposals that we said all we can do is
25 ask for commissions to implement the differences at

1 this time.

2 And so I guess we have no choice but to ask
3 the commissions to steer production and give us
4 whatever they will, including the request for all 25,
5 if necessary. So I want to make it clear, we didn't
6 start out and we have not said put in 25 today. We've
7 tried to establish a process and a time line to do it
8 based on those presently requested and then
9 establishing a process to address the remaining ones
10 as they might be requested.

11 MR. BELLINGER: Okay. Like I said, I think
12 we ought to take this to the TAG meeting. And I would
13 like to get back to Eschelon issues, which I think
14 would be more productive with our time for the rest of
15 the day.

16 MS. CLAUSON: Can Eschelon attend that ROC
17 TAG meeting?

18 MR. BELLINGER: Arizona TAG meeting on the
19 8th.

20 MS. CLAUSON: Is it one we can call into?

21 MR. BELLINGER: It's August the 8th. We'll
22 be glad to have you.

23 MS. CLAUSON: What time is that?

24 MR. BELLINGER: 8:30 Arizona time.

25 MR. WOLTERS: It would be 10:30 your time.

1 MS. CLAUSON: Thank you.

2 MR. DRYZGULA: Karen, who would you like to
3 receive the official notice with the call-in number
4 and such so that we make sure you get it?

5 MS. CLAUSON: I'll give you the information
6 for David Frame.

7 MR. DRYZGULA: Would you give it to Debra
8 Prescott, please.

9 MR. CONNOLLY: Bob, we probably have to
10 prepare the initiation of Eschelon into the TAG. Some
11 hazing going on.

12 MR. DRYZGULA: Don't tell them.

13 MR. BELLINGER: Moving right along.

14 MR. WOLTERS: I guess we'll need an in-person
15 meeting for that.

16 MR. CRAIN: The only initiation is you
17 actually have to sit there and listen to it.

18 Are we back to where we were?

19 MR. BELLINGER: Yes.

20 MR. CRAIN: I think there were a couple other
21 quick issues we wanted to address.

22 Dennis, did you want to address the pair gain
23 issue.

24 MR. PAPPAS: Certainly can. I don't know if
25 I need the microphone.

1 (Discussion off the record.)

2 MR. PAPPAS: This is Dennis Pappas with
3 Qwest. The issue is pair gain. And I believe
4 Eschelon's issue is some trouble reports that they
5 called in on that had pair gain on the line.

6 There were some scripts in the PCAT that we
7 have done clarifications on now. And those
8 clarifications were done last Friday. I'm not sure
9 what that date was.

10 MS. POWERS: The 23rd.

11 MR. PAPPAS: That basically when we notified
12 the repair call handling bureau that reports that get
13 called in to them now that say anything about pair
14 gain, we just take the ticket, whether any trouble
15 results have been indicated or not. So that change
16 has been made. That notification had been sent out.
17 It was the 26th.

18 MS. POWERS: And how is that notification
19 sent out?

20 MR. PAPPAS: I don't know if it was an MCC or
21 not. Whatever communication avenue they use to get
22 that information to the RCHC, which is the Repair Call
23 Handling Center.

24 MS. CLAUSON: This is Karen Clauson. We're
25 referring to the issue in E-9 on pages 15 and 16. And

1 on page 16 of E-9, there are some quotes from Qwest's
2 Web page that at that time said, pair gain, you need
3 to relay the actual test results. Is that the
4 language that's changed?

5 MR. PAPPAS: That's the information will --
6 modifications to that will be reflected. And I
7 believe that that has been taken care of already, but
8 I will verify that. I know the RCHC has been notified
9 as of last Friday.

10 MS. CLAUSON: When you say taken care of, on
11 the Web?

12 MR. PAPPAS: On the Web, yes.

13 MS. CLAUSON: Instead of saying you need to
14 relay the actual test results, does it say something
15 like you need to state there's pair gain?

16 MR. PAPPAS: Simply need to state that
17 there's pair gain. However, in stating that, there
18 still is the ability and in my opinion additional test
19 results should be given because you should be doing a
20 test with your end-user.

21 MS. CLAUSON: We don't mind giving the
22 results for pair gain, but we can't test accurately
23 when pair gain's on the line. So we can give the
24 results, but they're not accurate.

25 MR. PAPPAS: And let me tell you why I touch

1 on that issue. Because some related issues with three
2 tickets being left for trouble isolation into your
3 end-user's premises for billing, it didn't appear that
4 you did contact that end-user to isolate off their
5 equipment. That's the only reason I touch on that.

6 MS. CLAUSON: That's the first I've heard of
7 it. Are you familiar with those three tickets?

8 MS. JOHNSON: No, Karen, I'm not. I'm sorry.

9 MS. POWERS: Is that something you provided
10 to us?

11 MR. PAPPAS: I believe that's an issue that
12 you brought up with your technician, leaving invoices
13 at your end-user's premise.

14 MS. POWERS: So then you looked at examples
15 in one of our exhibits?

16 MR. PAPPAS: It appeared one of those was
17 trouble that was found on the customer's premise,
18 which would be an indication to me that you didn't
19 test with that end-user to see if the trouble would be
20 on the NID or not.

21 MS. CLAUSON: Now, you're just assuming,
22 based on looking at this, that we didn't do it. You
23 didn't know that one way or another?

24 MR. PAPPAS: I did about 8,000 repair tickets
25 my December, so I would assume that you didn't do

1 that.

2 MS. CLAUSON: I don't think that's a fair
3 assumption because you don't know the facts.

4 And, in fact, you're referring to Exhibit
5 E-16, which is the invoice, correct, and another
6 example?

7 MR. PAPPAS: I believe there was an invoice
8 there.

9 MS. CLAUSON: And just to be clear, we did
10 not submit those as an example of this pair gain
11 issue. Do you understand that?

12 MR. PAPPAS: I fully understand that.

13 MS. CLAUSON: So the pair gain issue is
14 separate from that.

15 MR. PAPPAS: That's right.

16 MS. CLAUSON: And let's say we didn't do the
17 end-user testing. That would go to whether under your
18 policy or in some states interconnection agreements
19 were charged.

20 MR. PAPPAS: If the trouble was on the
21 end-user's premises, yes.

22 MS. CLAUSON: So we might incur another
23 charge one way or the other depending on how the
24 policy goes. But that does not give Qwest the right
25 to hand our end-user customer a branded invoice and

1 make our customer sign a Qwest invoice, correct?

2 MR. PAPPAS: That's correct.

3 MS. CLAUSON: So we are not using these
4 exhibits as relating to pair gain at all.

5 MR. PAPPAS: No, we are not.

6 MS. CLAUSON: We do have states where Qwest
7 enforces this policy even though our contract does not
8 require us to do additional testing. In Arizona,
9 there is language about testing. But whether it's in
10 our contract or not, we do that as a matter of course.
11 We may miss it in some cases. If we do and if it's a
12 state where the contract, not just your policy, but
13 the contract allows you to charge and you charge the
14 correct charge, not an applicable charge, that is not
15 one of our disputes. Our dispute is when we do do the
16 testing, it says pair gain, we can't do accurate
17 testing. You can have the inaccurate results if you
18 want them. But we follow all of those steps, and
19 still Qwest has refused to open a ticket without us
20 authorizing the charges.

21 MR. PAPPAS: And as I said, on the 26th,
22 that's been taken care of. If you still experience
23 that, let us know.

24 MS. CLAUSON: When you say taken care of, we
25 think a good first step is for you to change your

1 policy and document. We've had a lot of issues with
2 training and follow through and compliance. So for
3 us, it is not taken care of until we have used it and
4 it works for a period of time.

5 MR. PAPPAS: Very good.

6 MR. BELLINGER: Okay. Why don't we take a
7 five-minute break. And take five minutes only because
8 I think we'll be leaving at 4:30. Eschelon says they
9 have to go. So you might want to prioritize what you
10 have left.

11 (Recess taken.)

12 (Tom Freeberg was duly sworn by the certified
13 court reporter.)

14 MR. BELLINGER: Interconnection issues.

15 MR. CRAIN: Tom, do you have the list of the
16 Eschelon issues?

17 MR. FREEBERG: Yes, I do.

18 MR. CRAIN: Can you just -- and when I say
19 quickly, quickly address each one.

20 MS. CLAUSON: And you're referring to E-18,
21 page 6?

22 MR. CRAIN: Yes.

23 MS. CLAUSON: Ellen Gavin, are you on the
24 line?

25 MS. JOHNSON: Karen, this is Bonnie. Ellen

1 is not back in the room yet.

2 MS. CLAUSON: Can you get her. This is the
3 interconnection section.

4 MS. JOHNSON: She's here now.

5 MS. CLAUSON: Tell her where we're at.

6 MR. CRAIN: Tom.

7 MR. FREEBERG: I can take it No. 1, paying
8 transit charges on Qwest intraLATA toll calls. Are we
9 on the same piece of paper?

10 MR. CRAIN: Yes.

11 MR. FREEBERG: Good. I'd like to think there
12 is pretty good agreement here between Eschelon and
13 Qwest on this point. At 7.2.2.3.1, we're talking
14 about transit traffic. I think that we and Eschelon
15 agree that when I see Eschelon says transit charges
16 should apply to local traffic only, generally
17 speaking, I think that we're in agreement there. That
18 is, in Exhibit A of the Arizona SGAT, there is a
19 transit charge. It is at 7.9.1 of Exhibit A, for what
20 it's worth. It is roughly 9/10 of 1 cent per minute
21 of use. And that is a charge that applies to local
22 traffic only.

23 MS. CLAUSON: Is that one of the charges that
24 has been approved by the Commission in the cost
25 docket?

1 MR. FREEBERG: I believe so, but I didn't
2 testify in the cost docket, so I can't say that with
3 confidence.

4 MR. CRAIN: And I don't know.

5 MS. CLAUSON: When we say we're willing to
6 apply charges, we read that to be Commission-approved
7 charges. But otherwise, yes, we agree.

8 MR. FREEBERG: I certainly think we agree
9 that they should be Commission approved.

10 MS. GAVIN: Transit traffic in the definition
11 in the SGAT does not exclude intraLATA toll.

12 In the SGAT at 7.2.2.3.1. Transit traffic
13 does not exclude intraLATA toll. And if it does not
14 exclude it, then it would include more than local
15 traffic. It would include local and intraLATA.

16 MR. FREEBERG: Right. And I think as you've
17 pointed out in what is going to be the next section
18 that we talk about back at 7.3.2.2, and now I'm
19 drifting down into your second point, we do there talk
20 about intraLATA toll transit. So while I just said
21 there is an agreement that there is transit that
22 applies to local only and it again has the charge of
23 roughly 9/10 of a cent per minute, there's certainly
24 -- I would think you would agree could be a case where
25 an intraLATA toll call is handled such that a Qwest

1 subscriber -- a Qwest retail subscriber neither
2 originates nor terminates that call. In other words,
3 it's an intraLATA call that three local carriers were
4 involved in. Qwest was the middle carrier of the
5 three and, in fact, provided some transport in helping
6 that call to happen. That's a reasonable type of
7 call, right?

8 MS. GAVIN: I'm not so sure what you're
9 saying. If Qwest is the intraLATA toll provider on a
10 toll call and Eschelon is the originating CLEC and
11 McLeod is the terminating CLEC? You're saying it
12 would apply?

13 MR. FREEBERG: Is that not a possible call
14 type?

15 MS. GAVIN: It is. But then it's an
16 intraLATA call that Qwest is carrying, it's not a
17 local call.

18 MR. FREEBERG: But Qwest is not -- exactly
19 right. It's not a local call. And that's why at
20 7.9.2 in Exhibit A, that faces a different type of
21 charge, right? It is a charge that comes out of a
22 tariff, not out of Exhibit A of the agreement. You
23 say it's not a local call.

24 MS. GAVIN: I guess I just don't understand
25 what you're saying.

1 MS. CLAUSON: Ellen, could you get closer to
2 the telephone. We can't hear you.

3 MS. GAVIN: I do not understand what you're
4 saying.

5 (Discussion off the record.)

6 MS. CLAUSON: Sorry for the interruption.

7 MS. GAVIN: I'm just saying that our point on
8 these two items is that it should not apply to the
9 intraLATA toll. And I'm not quite sure how the
10 gentleman's response --

11 MS. CLAUSON: Let me ask a follow-up question
12 that might help clarify.

13 If it's a charge that you obtain through a
14 tariff or some other means, we do not think it belongs
15 in the local interconnection agreement. And so are
16 you saying that you agree it's a different type of
17 charge, it goes in a tariff and that we can add
18 something that excludes it from local?

19 MR. FREEBERG: Right. I guess what I'm
20 saying is I think either carrier could be a carrier of
21 a transit call that is intraLATA. In other words,
22 intraLATA toll call, the subscriber who dialed this
23 call dialed a 1 as its first digit. And if the
24 carrier transited that call such that its subscriber
25 neither originated that call nor terminated it, but it

1 only acted as the transit carrier but it carried that
2 call between local calling areas from one part of the
3 LATA to another part of the LATA, I would expect that
4 the 9/10 of a cent local transit charge would not
5 apply to that call; but instead, a tariffed rate for
6 intraLATA toll would apply. And whichever carrier
7 carried that would apply its tariff rates for that
8 type of intraLATA toll call. Certainly it would not
9 apply a rate that involved having terminated the call
10 but only having switched the call potentially at a
11 tandem and provided some length of transport.

12 MS. GAVIN: If Qwest is the transit provider
13 and is also the intraLATA toll provider, who is it
14 charging the transit intraLATA toll charge to?

15 MR. FREEBERG: The originating carrier.

16 MS. GAVIN: Even though Qwest is the
17 intraLATA toll provider?

18 MR. FREEBERG: We're just a transit carrier.

19 MS. GAVIN: You're also the intraLATA toll
20 provider on the call if it's an intraLATA toll call.

21 MR. FREEBERG: Right. But we're not
22 completing the call.

23 MR. VIVEROS: Tom, this is Chris Viveros.

24 I think if we provide an example it might
25 clarify things because I think you all might be

1 talking past each other. We're not the intraLATA toll
2 provider. I think what I'm hearing you talk about is
3 a scenario where there are three providers involved.

4 Let's take Eschelon, for example. They have
5 an end-user customer they're serving through their own
6 switch. Their customer goes off hook to make an
7 intraLATA toll call. They're calling a subscriber
8 within the LATA who's outside the local calling area
9 who is being served by Cox. Qwest is not providing
10 the intraLATA transport. But for Eschelon to switch
11 that call to Cox, they don't have a direct connection
12 to Cox's network. So you're saying they're handing
13 the call off to us like at the tandem for purposes of
14 it transiting our network to a trunk group that
15 connects Qwest to Cox. We're the pass-through. We're
16 not the intraLATA toll provider. We're just part of
17 the network routing, if you will, to get that
18 end-user's call from their local Eschelon switch to
19 the local Cox switch to terminate the call. Correct?

20 MS. GAVIN: That was not the example I used.
21 I used the example of Qwest being the intraLATA toll
22 provider.

23 MR. VIVEROS: And that's why I said you were
24 talking past each other. What I kept hearing Tom talk
25 about was three carriers and an actual transiting

1 situation where the only reason Qwest is involved in
2 that call is to provide connectivity between two other
3 carriers where they don't have a direct connection to
4 one another.

5 MS. CLAUSON: And, Ellen, is the issue that
6 the SGAT language does not make it clear that that is
7 the situation to which the charge applies and not a
8 situation involving intraLATA toll?

9 MS. GAVIN: Karen, my understanding -- and
10 our subject matter expert's not here right now, but my
11 understanding is that we think this charge should
12 apply to the intraLATA toll provider, an access charge
13 should be paid by a toll provider, not by the local
14 provider, even if it's a transit charge.

15 MR. FREEBERG: Did you not just say that in
16 the example that you were interested in, Qwest was the
17 carrier, was providing the transport?

18 MS. GAVIN: Yes.

19 MR. FREEBERG: In other words, the party who
20 originated this call wished for Qwest to be its
21 intraLATA toll carrier?

22 MS. GAVIN: What was the hypothetical I used,
23 that Qwest -- Eschelon originates the call, Qwest is
24 providing intraLATA toll and transit, but the
25 terminating carrier is whoever.

1 MR. CRAIN: Tom, let's go to the situation
2 where Qwest is not the intraLATA toll carrier.

3 MS. CLAUSON: But that's not our issue. We
4 want the answer in the one where they are the
5 intraLATA.

6 MR. CRAIN: No, you want two different
7 answers. You wanted -- you wanted first the issue of
8 if we are the intraLATA carrier, what happens. But
9 then Chris gave an example of all we do is provide the
10 transport. The transit, not the transport. And our
11 response to that was it's the intraLATA toll provider
12 who should be paying that, not us.

13 MS. CLAUSON: And I guess what confused us is
14 we don't feel like we got an answer to the intraLATA
15 toll carrier before we jumped to the other example.
16 And that's why we said, no, we would like to go back
17 and get the example. That way we know what we're
18 talking about.

19 First of all, do you accept the language
20 changes or not? The SGAT language changes on 1 and 2
21 that are proposed by Eschelon.

22 MR. FREEBERG: Is that question put to me?

23 MR. CRAIN: Yes, Tom.

24 MR. FREEBERG: And we're talking about the
25 sentence that says: For purposes of the agreement,

1 transit traffic does not include traffic carried by
2 intraLATA or interLATA toll carriers, including Qwest?

3 MS. CLAUSON: Correct.

4 MR. FREEBERG: My thought is that it wouldn't
5 be wise to put that into the SGAT, and the reason that
6 I'm thinking that is that Qwest certainly could be an
7 intraLATA toll carrier. It certainly could not be an
8 interLATA toll carrier. And yet Qwest could be a
9 provider of local transit service. In other words, to
10 me, the sentence does not help us make this
11 circumstance any more clear. In fact, maybe even
12 less.

13 MS. GAVIN: Maybe a way to clarify this is to
14 ask you why Qwest is making a distinction between
15 excluding interLATA toll carriers but not excluding
16 intraLATA toll carriers from this definition. Qwest's
17 language was that transit task does not include
18 traffic carried by interLATA toll carriers. We are
19 suggesting that the sentence reads, transit traffic
20 does not include traffic carried by intraLATA or
21 interLATA toll carriers. Why does Qwest make a
22 distinction between interLATA toll carriers and
23 intraLATA toll carriers?

24 MR. FREEBERG: The thought is that when an
25 interLATA toll carrier is involved in helping an

1 intraLATA call happen, again, in our circumstance
2 let's say Eschelon initiates a call and the Eschelon
3 subscriber has chosen WorldCom to be its carrier of
4 interLATA toll calls. So Eschelon might take that
5 call, give it to WorldCom, WorldCom might carry that
6 call some distance, hand it to Qwest and does that
7 because WorldCom does not have a trunk group to, let's
8 say, a small carrier in the vicinity. And so Qwest
9 and the smaller carrier terminate that call. And in
10 the end, Qwest and the smaller carrier then would in
11 fact bill the interexchange carrier for having
12 completed that call per the MECAB and MECOD jointly
13 provided switched access guidelines, which I think we
14 all follow pretty uniformly and it's not a
15 controversial matter.

16 I think it's different, however, when, let's
17 say, three carriers, three local carriers and no
18 interexchange carriers get involved in completing
19 those calls. In that case, I understood that there
20 were circumstances where, in fact, Qwest could be the
21 provider of the transport on the intraLATA toll call,
22 in which case it would apply an intraLATA tariffed
23 rate for having provided that transport when, in fact,
24 it had provided the transport but not if it didn't.
25 And that there was nothing improper about that.

1 MS. GAVIN: Our position -- Eschelon's
2 position is that there shouldn't be a distinction made
3 between interLATA and intraLATA toll carriers in this
4 instance, and we haven't heard a reason why there
5 should be a distinction made.

6 MR. FREEBERG: Again, I think on a -- what's
7 true is when there is no interexchange carrier
8 involved in the call, we collect a record on that type
9 of call in a different fashion. I mean, when there is
10 potentially no interexchange carrier involved in
11 processing the call, it is -- it's a different matter.

12 MS. GAVIN: Is it true that there would be an
13 interLATA exchange carrier involved in processing the
14 call?

15 MR. FREEBERG: Yes, a local exchange carrier
16 or potentially several.

17 MS. GAVIN: Actually, I'm talking about calls
18 where it's an intraLATA toll call, so it would be an
19 intraLATA toll carrier.

20 MR. FREEBERG: Right. Potentially, when you
21 say intraLATA carrier, a local exchange carrier,
22 right?

23 MS. GAVIN: No. I mean an intraLATA carrier.
24 Qwest is an intraLATA carrier as well as a local
25 carrier.

1 MR. FREEBERG: Okay.

2 MS. GAVIN: So our point is that there should
3 not be a distinction made when it's a toll call,
4 regardless of whether it's intra or interLATA, because
5 they are toll calls being made for transit purposes.

6 MR. FREEBERG: Let me ask you this question:
7 Would you be more comfortable with 7.2.2.3.1 if the
8 last two sentences were deleted from that paragraph?

9 MS. GAVIN: I guess I don't have it in front
10 of me. How do they read?

11 MR. FREEBERG: They read: For purposes of
12 the agreement, transit traffic does not include
13 traffic carried by interexchange carriers. That
14 traffic is defined as jointly provided switched
15 access.

16 MS. GAVIN: No, we think that for purposes of
17 this agreement transit traffic does should not include
18 interLATA and intraLATA toll carriers, so that would
19 be going the wrong direction. We think you should be
20 more inclusive, not less inclusive.

21 MS. CLAUSON: This is Karen Clauson. Is it
22 Qwest's intent to charge transit rates on Qwest
23 intraLATA toll calls? That is the last sentence of
24 the first paragraph of E-18, page 6. So paragraph 1
25 on page 6 says: Qwest provides no rationale for

1 charging transit rates on Qwest's intraLATA toll
2 calls.

3 I thought we had some agreement that it
4 should be limited to local in this paragraph 1
5 situation. Is that true?

6 MR. FREEBERG: Well, this is Tom. If I'm
7 understanding Eschelon's position, what they're
8 suggesting is that the SGAT shouldn't speak to how
9 three local carriers, one of whom might be the transit
10 provider of an intraLATA toll call, should complete
11 that. In other words, that when those three carriers
12 collaborate to help complete that intraLATA toll call,
13 they should simply draw from the carrier tariffs that
14 they've each filed, and we just simply shouldn't be
15 addressing it here in the SGAT. Is that kind of your
16 thinking, Eschelon? You want to delete 7.3.7.2 as
17 well, right?

18 MS. GAVIN: Yes. Yes, that should not be
19 covered here. That's what we'd like to have deleted,
20 7.3.7.2, and have the language changed to 7.2.2.3.1.

21 MR. FREEBERG: And you're thinking that that
22 will help make this circumstance more clear than what
23 we've done here by including it is actually making it
24 more confusing, right?

25 MS. GAVIN: By including what?

1 MR. FREEBERG: For example, 7.3.7.2.

2 MS. CLAUSON: Yes, we'd like 7.3.7.2 deleted,
3 and we suggested the language change to 7.2.2.3.1. If
4 you object to that, we can work on revising it, but
5 our concept is to apply these charges to local traffic
6 only and make sure that's clear and make sure there's
7 no double recovery potential.

8 MR. VIVEROS: But don't we still have a basic
9 disagreement around the applicability of the charging
10 for transit when, in fact, Eschelon is making -- or
11 completing an intraLATA toll call for one of the
12 end-users on their network and they use their
13 connectivity to Qwest to get to another carrier?

14 MS. POWERS: I don't think so.

15 MR. FREEBERG: Chris, I'm thinking that there
16 is no disagreement between us that -- no one expects
17 us to -- transit provider should provide that at no
18 charge, do they?

19 MR. VIVEROS: That's what I'd like to hear
20 Eschelon say.

21 MS. GAVIN: Our position is that you're
22 receiving compensation from the toll provider for
23 transiting that call.

24 MS. CLAUSON: We don't want you to double
25 recover and recover from the toll carrier and the

1 local carrier.

2 MR. VIVEROS: And I guess maybe that's a
3 distinction that either I don't want or we're -- we've
4 got different scenarios in our head. In order for the
5 transiting to occur -- Tom, keep me honest here --
6 we're going to charge who hands that call off for us.
7 So if Eschelon's end-user customer is presubscribed to
8 AT&T for intraLATA toll, Eschelon's not going to hand
9 that call to us, they're going to hand it to AT&T. If
10 AT&T has to hand it or chooses to hand it to Qwest to
11 hand it off to Cox, then we would bill AT&T that
12 transiting charge.

13 MR. FREEBERG: Absolutely, yes.

14 MR. VIVEROS: You bill who hands you the
15 call. So in the scenario where an Eschelon subscriber
16 makes that intraLATA toll call and it's Eschelon who
17 is handing the call to Qwest to get to Cox, I guess in
18 your terminology, Eschelon would be the intraLATA toll
19 provider, and that's who we would be billing the
20 transiting charge.

21 MS. CLAUSON: If you look at paragraph 2,
22 we've got the example of Qwest being the intraLATA
23 toll carrier.

24 MR. VIVEROS: But we can't be an intraLATA
25 toll carrier for a customer who's on your network. We

1 don't provide that service.

2 MS. CLAUSON: We've had that debate with
3 Qwest for a long time, trust me. In our network,
4 there are Qwest -- we have customers who have Qwest
5 intraLATA toll. And if you call Qwest's business
6 office and you ask about it, which Rick Smith, our
7 president has done, you offer it. And although your
8 regulatory people will tell you you don't offer it,
9 your business people do offer it. And some of
10 Eschelon's customers have Qwest intraLATA toll. That
11 is the scenario. And we've really been down that path
12 with Qwest.

13 So let's take that Qwest is the intraLATA
14 toll carrier. I mean, is it Qwest's claim that you
15 double your -- it's transiting. It's the same call
16 transiting --

17 MR. CRAIN: Who's the call coming from and
18 to?

19 MS. CLAUSON: In that scenario, Ellen, who is
20 the call coming from and to?

21 MS. GAVIN: We gave a scenario of Eschelon
22 customer using Qwest intraLATA toll to CLEC X on the
23 other side.

24 MR. FREEBERG: Okay.

25 MS. CLAUSON: So what are the charges in that

1 scenario?

2 MR. FREEBERG: My thought would be that Qwest
3 will charge Eschelon for having provided some
4 transport and potentially tandem switching and that
5 Cox might charge Eschelon for having provided the call
6 termination switching and any transport that it might
7 have provided to complete that call. So Eschelon
8 would face charges from each of Qwest and Cox in
9 having completed that call. And each carrier would
10 charge only for the service that it provided according
11 to the tariffs that it has filed in that state.

12 MS. CLAUSON: Okay. I think that our
13 disagreement is mostly on the language and whether it
14 says that and what we understand. Is that your
15 understanding, Ellen?

16 MR. FREEBERG: That's where I started. See,
17 I don't think we're disagreeing here. I think we just
18 simply are trying to say how can we best word that.

19 MS. CLAUSON: I think that that language does
20 not -- we only have 15 minutes. Can you go through
21 the other proposed SGAT provisions and tell us whether
22 you accept the change or you have a different language
23 suggestion or you deny the change for any other ones.

24 MR. FREEBERG: On matter No. 3, I understand
25 that the suggestion is that we put in language that

1 says Qwest and CLEC agree not to terminate intraLATA
2 or interLATA toll traffic over local trunk groups.

3 I would expect that AT&T would be very
4 unhappy with that language, and I've had heavy
5 pressure from them to allow for this type of
6 commingling of traffic rather than requiring the
7 separation into individual trunk groups.

8 MR. WOLTERS: That's correct.

9 MR. FREEBERG: In other words, if I make
10 Eschelon happy here, I think I make AT&T unhappy.

11 MS. CLAUSON: So for that one, the answer is
12 no.

13 I've got 15 minutes. I'm just going to list
14 the positions.

15 For paragraph 4, paying for Category 11
16 records, what is your response?

17 MR. FREEBERG: Paragraph 4, I think that is
18 reasonable language. I don't think there is any
19 reason why, in fact, parties should have to pay for
20 either old records or those that are incomplete. I
21 don't think that Qwest provides them that way. I'd be
22 curious to know if, in fact, Eschelon believes that it
23 has received that kind of thing, but certainly I think
24 the spirit of this is that we agree.

25 MS. CLAUSON: And on that one, just to let

1 you know, Garth Morrisette did clarify earlier today
2 that we're proposing this only if the Commission has
3 approved a cost-based rate. But if they have and
4 there's going to be a rate, then we would want this
5 language. And we didn't know the answer to the
6 question of whether they have approved that rate.

7 MR. FREEBERG: I believe that rate in the
8 SGAT that was filed on June 28th was about 1.8/10 of a
9 cent per record, again, though I can verify that.

10 MR. CRAIN: And the answer to the question
11 that came up earlier is the current rates that are in
12 the current Arizona SGAT reflect the cost docket
13 decision. We have updated our SGAT to reflect that
14 decision.

15 MS. CLAUSON: Is it on your -- Bill Markert
16 from Eschelon doesn't think it is. Is it on your Web
17 site?

18 MR. CRAIN: We'll check.

19 MR. FREEBERG: That's where I got it. I know
20 at one time that was a quarter of a cent per record.
21 It is now showing again less than that. So I'm
22 believing that has been through the cost docket
23 scrutiny.

24 MS. CLAUSON: We'll check that. The last
25 time we checked, we didn't think that had been

1 updated, but we'll -- do you know the version of the
2 SGAT you're looking at that's updated?

3 MR. FREEBERG: June 28th, 13th revision, June
4 28th date.

5 MS. CLAUSON: Thank you.

6 I think AT&T has a comment on 4.

7 MR. CONNOLLY: It was our understanding from
8 some of the workshops on the test, particularly the
9 DUF tests and retests -- I think we asked a question,
10 I think it was to Mr. Zimmerman, is there a charge for
11 the provision of the DUF records, which are the Cat
12 10, Cat 11 records, and we believe that the answer was
13 no.

14 MR. ZIMMERMAN: We have not yet implemented
15 the capability of billing for DUF records. It is a
16 project that's under way now given some of the cost
17 docket attention.

18 MR. CONNOLLY: Thanks.

19 MS. CLAUSON: And we're simply trying to
20 prepare if there is a charge to make sure when it
21 applies.

22 MR. BELLINGER: So we agree that 4 would be
23 included?

24 MR. FREEBERG: Yes.

25 MR. BELLINGER: Okay.

1 MS. CLAUSON: No. 5 is -- do you have a
2 reaction to No. 5?

3 MR. FREEBERG: My reaction is again that our
4 disagreement here is not a great one. That is, we're
5 each agreeing that there could be circumstances where
6 there would need to be an assumed mileage used and
7 other circumstances where perhaps we could use actuals
8 rather than an assumption.

9 Our primary problem here is that if Eschelon
10 sends Qwest a call and this call is, again, transited
11 by Qwest, that call could go to a wireless carrier, it
12 could go to an incumbent local exchange carrier, it
13 could go to another CLEC. And that transport that
14 Qwest is recovering here is that which is between its
15 tandem and the POI that it has with the terminating
16 carrier. And that POI with the terminating carrier is
17 not necessarily filed in the NECA 4 tariff. And so in
18 many cases, we lack the V&H coordinates that would
19 allow to us calculate an actual distance.

20 So in practice what we've found is it's been
21 difficult and potentially not possible for us to get
22 here unless all carriers are required to file their
23 V&H coordinates of the POIs in the tariff so that
24 these kinds of distances could be calculated. Until
25 that requirement is put on all carriers, it seems like

1 the assumed mileage needs to work. And at nine miles,
2 we don't think that's an excessive kind of distance.

3 MS. CLAUSON: So what is your reaction to the
4 actual language?

5 MR. FREEBERG: I think it's a mistake to
6 put -- to turn this language over the way that it's
7 proposed here and to give people the impression that
8 in general, these would be actuals and only on an
9 exception basis would they be assumptions. I think in
10 practice, we have found just the reverse to be the
11 more likely need.

12 MS. CLAUSON: And I guess that is where we
13 differ.

14 Ellen, is that correct, we believe it to be
15 actual unless we've come to some agreement about
16 assumed?

17 MS. GAVIN: Our understanding is that we
18 should be able to measure more and that nine miles is
19 longer than would normally apply to us, the kinds of
20 traffic we have in the market we're in.

21 MR. FREEBERG: Do you agree that our having a
22 V&H coordinate from the POI to the terminating carrier
23 is something we frankly very often do not have?

24 MS. GAVIN: I can't answer that question. I
25 don't know.

1 MR. FREEBERG: That's a very practical
2 problem that we have.

3 MS. CLAUSON: But if you have a practical
4 problem that you don't have actual mileage, is the
5 solution then to apply the same assumption regardless
6 of the carrier you're applying it to in that carrier's
7 serving area?

8 MR. FREEBERG: Again, I guess if I'm
9 understanding you right, are you saying, is it a
10 reasonable thought to think that on a call-by-call
11 basis we could say, well, here we can measure it and
12 so we'll use an actual; but on this call, we can't
13 measure it, and so we'll use an assumption and that
14 instead of applying the assumed distance to all
15 transit calls? Is that what you're saying?

16 MS. CLAUSON: Not exactly. Is it correct
17 that the nine miles -- Qwest is going to use that nine
18 miles no matter who the carrier is and no matter what
19 their average is?

20 MR. FREEBERG: That's the way that I believe
21 those calls are rated today, yes.

22 MS. CLAUSON: So if nine miles is excessive
23 for Eschelon's territory and type of business, I think
24 Eschelon's position -- and, Ellen, you correct me if
25 I'm wrong -- is that that is too long because it's an

1 assumption that applies to somebody else, but it's not
2 a fair assumption for Eschelon.

3 MS. GAVIN: Right, that's our position, that
4 it's not a reasonable assumption for our network or
5 our traffic.

6 MR. FREEBERG: Are we back to a circumstance,
7 then, where rather than applying proxy rates
8 symmetrically, Eschelon should do a filing of its own
9 to somehow ask for asymmetric kind of a rate here?

10 MS. SCOTT: And I'm wondering, you're saying
11 that nine miles is longer than what is average on your
12 network. Do you have something to support a lower
13 mileage estimate for your network?

14 MS. CLAUSON: Ellen, can you hear the
15 question?

16 MS. GAVIN: I could not hear that question.

17 MS. CLAUSON: Maureen is asking whether we
18 have something to support that nine miles is lower as
19 to Eschelon.

20 MS. SCOTT: Or is higher.

21 MS. CLAUSON: Or is higher.

22 MS. GAVIN: I wouldn't -- I would need to
23 check on that. The person who would know that is not
24 here right now.

25 MS. CLAUSON: We tried to have a call

1 throughout the day, but because we didn't know this
2 issue would be the next one -- but we're out of time
3 in any event. How do you want to proceed?

4 MS. SCOTT: I think I would ask you to
5 provide what your average is and the data supporting
6 that.

7 MS. CLAUSON: And, Ellen, do you have that
8 question? Please take --

9 MS. GAVIN: What's the question?

10 MS. CLAUSON: Take an action item to provide
11 to Maureen Scott our average and the data that
12 supports why we think the nine miles is too long.

13 MS. GAVIN: We will.

14 MS. CLAUSON: And we'll do it for everyone
15 here.

16 MS. SCOTT: And if you can't, just indicate
17 that, also.

18 MS. CLAUSON: And if we can't do that, we'll
19 let them know either way.

20 MS. GAVIN: Yes.

21 MR. CRAIN: And do you want to quickly go
22 through the collocation thing?

23 MR. PAPPAS: If I can touch on them and spend
24 30 seconds on each one.

25 MR. FREEBERG: Can you excuse me?

1 MR. CRAIN: Thanks, Tom.

2 MR. FREEBERG: Thank you.

3 MS. CLAUSON: Were we going to have any
4 discussion about what happens next? We do have five
5 minutes. If we use the five minutes for collo, we
6 won't get to what happens next.

7 MR. CRAIN: Let's talk about what happens
8 next. And as far as Qwest is concerned, we think we
9 have fully briefed and set forth our position on all
10 of these issues. We would suggest that the next --

11 MR. BELLINGER: Have you answered these
12 collocation issues somewhere?

13 MS. CLAUSON: We also have other take-backs.
14 We have the network failure take-backs and other
15 things, too.

16 MS. SCOTT: Could you make a late-filed
17 exhibit with the collocation resolutions?

18 MR. CRAIN: Yes, we can.

19 MS. SCOTT: And this is what Staff thought as
20 far as proceeding after this workshop. We've looked
21 at all the filings. We've listened very carefully to
22 your positions today. We feel that we understand them
23 very well. You were very thorough in putting your
24 positions forth. We also have your FCC filing, and we
25 have Qwest's response to that.

1 And what Staff would propose to do as long as
2 there's no objection by any party, we would propose to
3 use what we have, the transcript, and all of your
4 filings and the exhibits that have been submitted and
5 to go through those and pick out the issues that we
6 believe as the Staff have merit after reviewing
7 everything, and then we would treat those more or less
8 as impasse issues. And the Staff would come out with
9 its recommendation on what should happen with respect
10 to those issues.

11 The way things work from there is that the
12 parties would then have the opportunity to file
13 comment on the Staff Report for the commissioners to
14 review, who will make the ultimate determination.

15 If that's acceptable --

16 MR. WOLTERS: It will go back to the ALJ.
17 You consider these OSS issues, right?

18 MS. SCOTT: We consider the majority to be
19 OSS issues. And the agreed-upon process, just for
20 Eschelon's benefit, for OSS issues, those were agreed
21 to go directly to the Commission. Checklist issues
22 that were disputed go first to the Hearing Division
23 and then to the Commission. Undisputed checklist
24 items went right to the Commission. It's a process
25 that's been followed throughout the three years.

1 MR. WOLTERS: Some of these items are
2 checklist item issues. The interconnection issues
3 aren't OSS issues. Some of the language issues
4 they've brought up are not OSS issues.

5 MS. SCOTT: And we will look at those. We
6 will also look at the issues and probably try to
7 classify them. If we feel some are checklist issues,
8 then we'll classify them as such.

9 MS. CLAUSON: And then will all the take-back
10 issues come to us as late-filed exhibits? And what's
11 the time frame you use for that?

12 MR. CRAIN: We'll provide -- by early next
13 week, we'll go through and make sure that we've
14 addressed all take-backs and provide the late-filed
15 exhibits that we had promised.

16 MR. BELLINGER: And collocation?

17 MR. CRAIN: Yes.

18 MR. BELLINGER: Do you need any more on
19 interconnection?

20 MS. CLAUSON: I mean, if you have any more to
21 add to interconnection, let us know.

22 MR. CRAIN: We'll particularly take a look at
23 the interconnection things again and see if there's
24 anything creative that we can come up with and
25 propose.

1 MS. CLAUSON: Some of the take-backs I had
2 were like you were going to get back to us on the
3 tandem issues of deleting the confidentiality
4 designation, you were going to provide documentation
5 on the Qwest process for tandem failure, including the
6 30-minute interval that was suggested. Things like
7 that. Those things will come as late-filed exhibits?

8 MR. CRAIN: Yes.

9 MS. CLAUSON: And is there a standard time
10 frame for that or just --

11 MR. CRAIN: We'll do it by next Wednesday.

12 MS. POWERS: I have one point of
13 clarification. I'm not sure if it was officially a
14 take-back item, which was the clarification of what
15 exactly changed on July 23rd with the process that
16 Susie Bliss outlined in regards to the order -- yes,
17 the unannounced dispatches.

18 MR. CRAIN: We'll try to give you a short
19 write-up on that. I also wanted to let you know that
20 in terms of the CopperMax issue, that is not being
21 deployed for CLECs on the 1st. We are going to
22 suggest again on -- I think Monday or so of next week
23 we'll be sending out a notice suggesting another
24 follow-up meeting the following week to talk through
25 those CopperMax issues as well.

1 MS. CLAUSON: We appreciate that. And I'll
2 call Michael Zulevic tonight and let him know, because
3 he was very concerned about that. So I will let him
4 know.

5 MS. SCOTT: And we do appreciate everyone's
6 participation in this workshop. I think it's been
7 very productive.

8 MS. POWERS: We appreciate you allowing us to
9 be here.

10 MS. CLAUSON: We really do. Thank you.
11 Sorry to run.

12 MS. SCOTT: Is Tom Dixon still on the line?

13 MR. BELLINGER: Tom Dixon.

14 (No response.)

15 MS. SCOTT: How about Sherry Lichtenberg?

16 (No response.)

17 MR. CRAIN: Is anybody from WorldCom on?

18 MR. DIXON: This is Tom Dixon. It's hard to
19 hear what's going on now.

20 MS. SCOTT: Tom, did you say that Sherry had
21 an issue or has that been covered?

22 MR. DIXON: I can't hear you, Maureen.

23 MS. SCOTT: I thought you said that Sherry
24 Lichtenberg had an issue.

25 MR. DIXON: Liz, are we good on that issue?

1 MS. BALVIN: Honestly, I don't know if it was
2 talked about. It is in one of Eschelon's exhibits.

3 MS. CLAUSON: That was in Exhibit E-1 as well
4 as the CR that's attached. And when Lynne Powers went
5 through our list of issues, we did cover that. That's
6 one of the issues we raised in September of 2000
7 that -- in that document that we listed as a remaining
8 open issue, and then we also attached the WorldCom CR.
9 So we did describe the issue, and the CR is there for
10 people to read. We never got to it in the kind of
11 reply round, so there wasn't an actual discussion that
12 you would have needed Sherry for.

13 MS. BALVIN: That was actually a Z-Tel CR.
14 The WorldCom one was the migrate by TN.

15 MR. CRAIN: And both of those issues were
16 addressed in WorldCom's -- I mean, in Eschelon's
17 comments, and we have responded in our filing that we
18 made, the federal filing.

19 MS. CLAUSON: We couldn't find a discussion
20 of the Z-Tel CR. We did not get that until late last
21 night. It's many pages, and we only got part of it,
22 so we didn't look at it at all. So we could find the
23 migrate as TN but not what you said about the Z-Tel
24 CR. But clearly, we could have missed it.

25 MR. VIVEROS: It's in Section 4, ordering --

1 Section 3. No, it is 4. 4, ordering, sub H, separate
2 issues 1 and 2. TN migration is 1. Migrate without
3 features is 2.

4 MS. BALVIN: Maureen, this is Liz. Could I
5 please take an action item to follow up on what
6 Qwest's responses were regarding those two issues; and
7 if I have any concerns, I can send you an e-mail?

8 MS. SCOTT: Sure.

9 MR. DIXON: My suggestion would be to the
10 extent after we've reviewed the record and the
11 exhibits that Eschelon put in, we could take a look at
12 it and if we have anything further to address, we'll
13 address it in final comments. Would that be
14 acceptable?

15 MR. CRAIN: Filing final comments on the
16 report when it comes out?

17 MR. DIXON: I'm talking about whatever
18 Staff's comments are, that Final Report.

19 MR. CRAIN: That sounds reasonable.

20 MR. DIXON: Hopefully we'll have it resolved
21 through change management and everything else anyway.

22 MR. CRAIN: Yes.

23 MR. DIXON: Liz, will that work for you?

24 MS. BALVIN: Sure, that's fine.

25 MR. BELLINGER: Anything else?

1 MR. DIXON: I move we adjourn.

2 MR. CRAIN: Second.

3 MS. BALVIN: Sorry we missed the heat down
4 there in Arizona.

5 MR. BELLINGER: Bye.

6 (The workshop concluded at 4:35 p.m.)

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1 STATE OF ARIZONA)
) ss.
2 COUNTY OF MARICOPA)

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